

EXHIBIT 1



To All To Whom These Presents Shall Come, Greeting:

Whereas, Articles of Incorporation, duly signed and acknowledged under oath, have been recorded in the office of the Secretary of State, on the —19th— day of December, A. D. 1977 for the incorporation of

Whittier Alliance

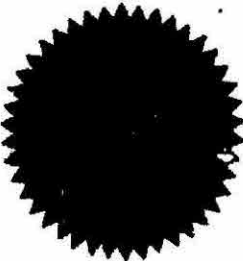
under and in accordance with the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Chapter 317;

Now, Therefore, I, Joan Anderson Growe, Secretary of State of the State of Minnesota, by virtue of the powers and duties vested in me by law, do hereby certify that the said

Whittier Alliance

is a legally organized Corporation under the laws of this State.

Witness my official signature hereunto subscribed and the Great Seal of the State of Minnesota hereunto affixed this —nineteenth— day of December in the year of our Lord one thousand nine hundred and seventy-seven


Joan Anderson Growe
Secretary of State.

P-47, 277

P-1120

ARTICLES OF INCORPORATION
OF
WHITTIER ALLIANCE

We, the undersigned, for the purpose of forming a corporation under and pursuant to Minnesota Statutes, Chapter 317, known as the Minnesota Non-Profit Corporation Act, do hereby associate ourselves together as a body corporate and adopt the following Articles of Incorporation:

ARTICLE I.

The name of this corporation shall be Whittier Alliance.

ARTICLE II.

The period of duration of this corporation shall be perpetual.

ARTICLE III.

The registered office of this corporation shall be Suite 400, 605 Fourth Avenue South, Minneapolis, County of Hennepin, Minnesota 55415. The Board of Directors shall have the power to carry on the affairs of the corporation at such other places as they may from time to time designate.

ARTICLE IV.

The purpose of this corporation shall be to promote charitable and educational purposes, and to do all things as may be necessary and proper to carry out any of the foregoing purposes for which the corporation is organized.

127350

ARTICLE V.

This corporation shall have no capital stock and no corporate seal. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on by (1) a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law, or (2) a corporation exempt from taxation under Section 209.05 of the Minnesota Income Tax Act or the corresponding provision of any future Income Tax Act of the State of Minnesota.

ARTICLE VI.

No director, officer or member of the corporation shall in any way be personally liable or responsible for any debt or obligation incurred by, or on behalf of, or imposed upon, the corporation.

ARTICLE VII.

The management of the affairs of the corporation shall be vested in a Board of Directors, consisting of not less than three and not more than thirty persons. The number of acting directors shall be determined by the Board of Directors as prescribed in the By-Laws.

ARTICLE VIII.

Upon dissolution of the corporation, which shall be determined by two-thirds vote of all members, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all the assets of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, religious, educational and scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c) (3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law, as the membership of the corporation shall determine by two-thirds vote of all members. Any such assets not so disposed of shall be disposed of by the Courts of the State of Minnesota.

ARTICLE IX.

The number of directors constituting the first Board of Directors of this corporation shall be ten, and the tenure in office of such first Board of Directors shall be until the first annual meeting, when successors are elected and qualified. The name and address of each such first

P-47, 280

director are as follows:

Joan McPherson, 2715 Harriet Avenue South, Minneapolis,
Minnesota 55408;

Candace Casey, 2100 Garfield Avenue South, Minneapolis,
Minnesota 55405;

Jeff Thomas, 2444 Stevens Avenue South, Minneapolis,
Minnesota 55404;

Robert Knight, 2417 Pillsbury Avenue South, Minneapolis,
Minnesota 55404;

H. Lou Larson, 2411 Pleasant Avenue South, Minneapolis,
Minnesota 55404;

Loralee Kerr, 3053 West Franklin, Apartment 111, Minneapolis,
Minnesota 55404;

George Zahner, 2400 3rd Avenue South, Minneapolis, Minnesota
55404;

Carl Brown, 395 Lake Avenue, Tonka Bay, Minnesota 55331;

John A. S. Webster, 2213 Nicollet Avenue South, Minneapolis,
Minnesota 55404;

Patricia J. Friend, 2400 Garfield Avenue South, Minneapolis,
Minnesota 55404.

ARTICLE X.

The name and address of each incorporator of this
corporation is:

1. Candace Casey, 2100 Garfield Avenue South, Minneapolis,
Minnesota 55405;
2. Jeff Thomas, 2444 Stevens Avenue South, Minneapolis,
Minnesota 55404;
3. Robert Knight, 2417 Pillsbury Avenue South, Minneapolis,
Minnesota 55404;
4. George Zahner, 2400 3rd Avenue South, Minneapolis,
Minnesota 55404.

IN WITNESS WHEREOF, the incorporators have hereunto set
their hands this 13th day of December, 1977.

Attest:

Candace Casey
Candace Casey

Jeff Thomas
Jeff Thomas

Robert Knight
Robert Knight

George Zahner
George Zahner

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)

SS

On this 13th day of December, 1977, before me,
a Notary Public within and for the aforesaid County, personally
appeared Candace Casey, Jeff Thomas, Robert Knight and George
Zahner, each to me known to be the person described in and each
of whom executed the foregoing instrument and acknowledged
that he or she executed the same as his or her free act and
deed.



Trygve A. Egge
Notary Public

STATE OF MINNESOTA	
DEPARTMENT OF STATE	
I hereby certify that the within	
instrument was filed for record in this	
office on the <u>19</u> day of <u>Dec</u>	
A. D. 19 <u>77</u> at <u>8</u> o'clock <u>A</u> M.,	
and was duly recorded in Book <u>0-47</u>	
of Incorporations, on page <u>277</u>	
<u>Joan Anderson Neave</u>	
PS	Secretary of State

Minnesota Business and Lien System, Office of the Minnesota Secretary of State

Business Record Details »

Minnesota Business Name

Whittier Alliance

Business Type

Nonprofit Corporation (Domestic)

MN Statute

317A

File Number

P-1120

Home Jurisdiction

Minnesota

Filing Date

12/19/1977

Status

Active / In Good Standing

Renewal Due Date

12/31/2014

Registered Office Address10 E 25th Str
Mpls, MN 55404
USA**Number of Shares**

NONE

Registered Agent(s)

(Optional) None provided

PresidentMarian Biehn
10 E 25th Str
Mpls, MN 55404
USA

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

<input type="checkbox"/>	Filing Date	Filing
<input type="checkbox"/>	12/19/1977	Original Filing - Nonprofit Corporation (Domestic)
	12/19/1977	Nonprofit Corporation (Domestic) Business Name
<input type="checkbox"/>	01/31/1978	Registered Office and/or Agent - Nonprofit Corporation (Domestic)

EXHIBIT 2

**NRP NEIGHBORHOOD ACTION PLAN FUNDING AGREEMENT
BETWEEN
THE CITY OF MINNEAPOLIS
AND THE
WHITTIER ALLIANCE
FOR THE
COMMUNITY PARTICIPATION PROGRAM**

(Whittier: Community Engagement Plan)

THIS AGREEMENT, entered into this 16th day of December, 2013, is by and between the **CITY OF MINNEAPOLIS**, a Minnesota municipal corporation (the "City"), in furtherance of the Minneapolis Neighborhood Revitalization Program (the "NRP") and the **WHITTIER ALLIANCE**, a Minnesota nonprofit corporation (the "Contractor").

WHEREAS, pursuant to Minnesota Statutes, Section 469.1831, as amended by Laws of Minnesota 1991, Chapter 59, and Minneapolis Code of Ordinances, chapter 419, the City of Minneapolis ("City") established the NRP to preserve and enhance within the City's neighborhoods private and public physical infrastructure, public health and safety, economic vitality, the sense of community, and social benefits; and

WHEREAS, the Whittier neighborhood in Minneapolis ("Neighborhood") has prepared a Community Engagement Plan using NRP funds (the "Plan") through a process of neighborhood planning that complies with Minnesota Statutes, Section 469.1831, subd. 6(b); and

WHEREAS, on March 20, 2012, the NRP Policy Board reviewed the Plan and forwarded its recommendations for final action to the Minneapolis City Council which, by action published on April 7, 2012, approved the plan; and

WHEREAS, by action published on August 10, 2013, the Minneapolis City Council approved the 2014-2016 allocation of funds for Plan implementation and authorized the execution of contracts necessary for the expenditure of funds consistent with the Plan; and

WHEREAS, the Program/Project is consistent with the general principles underlying the NRP, enumerated in Minnesota Statutes, Section 469.1831, subd. 3, and the purposes for which NRP funds may be spent, listed in Minnesota Statutes, Section 469.1831, subd. 3;

NOW, THEREFORE, it is agreed between the parties hereto that:

SECTION 1. SCOPE OF SERVICE/BUDGET

The Contractor agrees to perform the services described in the Scope of Services, in compliance with the Budget, both of which are attached hereto as Exhibit A.

SECTION 2. TIME OF PERFORMANCE

The term of this Agreement shall commence as of December 16, 2013, and shall continue until December 31, 2016, unless this Agreement is earlier terminated as provided herein.

SECTION 3. DISBURSEMENTS

The City shall make an initial disbursement of \$10,000.00 to the Contractor upon execution of this Agreement. Thereafter, payments will be made from time to time on a cost reimbursement basis, upon the Contractor's submission of invoices or other documentation acceptable to the City. The invoices shall include a full itemization of the services provided or costs incurred and shall be in a form satisfactory to the City. If the Contractor fails to fully perform all of the services required under this Agreement as determined in the City's sole discretion, or this Agreement is terminated as specified herein, the Contractor shall receive compensation only for those services actually fully performed, as determined by the City.

In no event shall the total amount, for both services and expenses, to be paid under the terms of this Agreement exceed \$131,591.00, nor shall the Contractor be reimbursed for any service provided or expense incurred by it except as specifically described in the Scope of Service/Budget.

Payment shall be made within 30 days from the date the City receives from the Contractor a disbursement request in a format acceptable to the City. The City shall not be required to, nor shall it, reimburse the Contractor for any unsatisfactory, incomplete, inaccurate, or defective work, as determined by the City.

SECTION 4. USE OF NRP FUNDS

The Contractor and all sub-recipients shall use any and all NRP funds in accordance with the requirements of Minnesota Statutes, Section 469.1831, as amended, and the NRP Funding Agreement Guidelines and the Community Participation Guidelines, incorporated herein by reference.

SECTION 5. PERFORMANCE MONITORING

The Contractor will submit to the City narrative reports describing the work performed and assessing the progress made toward achieving the objectives identified in the Scope of Service/Budget.

SECTION 6. NOTICES

Communication and details concerning activities under this Agreement shall be directed to the following contract representatives:

City:

City of Minneapolis
Department of Neighborhood and Community Relations
Crown Roller Mill, Suite 425
105 5th Avenue South
Minneapolis, MN 55401-2534
Attention: Director
cc: Robert Thompson *Muhelle Chas*
Phone: 612-673-2523

City of Minneapolis
Department of Community Planning and Economic Development
Crown Roller Mill, Suite 200
105 5th Avenue South
Minneapolis, MN 55401
Attention: Director
cc: Bob Cooper
Phone: 612-673-5239

Contractor:

Whittier Alliance
10 East 25th Street
Minneapolis, MN 55404
Attention: Erica Christ
cc: Marian Biehn

SECTION 7. GENERAL CONDITIONS

A. General Conditions

- (1) The Contractor agrees to comply with all applicable federal, state and local laws governing the services performed and funds provided under this Agreement.
- (2) Minneapolis Code of Ordinances, Section 109.470, prohibits the use of City and City-derived funds, including NRP funds, to pay for billboard advertising as part of a City project or undertaking, including NRP funded activities.

- B. Personnel/Independent Contractor – The Contractor represents that it has engaged or will engage all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under Federal, State and Local law to perform such services. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the parties. The

Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Contractor is an independent contractor.

- C. Hold Harmless – The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, officers and employees, from any liability, claim, damage, cost, judgment, or expense, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor and its officers, employees, agents or contractors, while performing under this Agreement, and against all losses by reason of the Contractor's failure to perform, in any respect, all obligations under this Agreement. Nothing herein shall be construed to obligate the Contractor to hold harmless, defend or indemnify the City from claims arising from the City's negligent or tortious acts or omissions.
- D. Workers' Compensation and Liability Insurance – The Contractor shall provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement. In addition, the Contractor shall carry general liability insurance and hired/non-owned automobile liability in amounts sufficient to indemnify the City, but no less than \$2,000,000.00 each. Said liability insurance policies shall name the City as an additional insured and may not be canceled without the consent of the City as long as this Agreement is in effect. Copies of certificates evidencing this insurance shall be provided to the City.
- E. Time is of the Essence – Time is of the essence in the performance of this Agreement.
- F. Accounting Standards – The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles to properly account for expenses incurred under this Agreement.
- G. Records
 - (1) Retention – The Contractor shall retain all records pertinent to expenditures incurred under this Agreement until (i) three (3) years after the date this Agreement is terminated, or (ii) until a final audit as required by the Funding Agreement Guidelines has been performed, whichever is later.
 - (2) Close-Outs – The Contractor's obligation to the City and any sub-recipient's obligation to the Contractor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of NRP assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the NRP), and determining the custodianship of records.

- (3) Audits & Inspections – The Contractor shall perform an annual financial and compliance audit in accordance with the Audit Policy attached as Exhibit B to the Funding Agreement Guidelines. The books, records, documents and accounting procedures and practices of the Contractor, relevant to this Contract and transactions contemplated herein, are subject to examination by the City and the State Auditor.
- H. Inventory – The Contractor shall identify and inventory all personal property and equipment acquired with funds provided under this Agreement and shall implement the acquisition, inventory and disposition policy attached as Exhibit C to the Funding Agreement Guidelines, incorporated herein by reference.
- I. Assignability – The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.
- J. Conflict of Interest and Code of Ethics.
 - (1) The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such an interest shall be employed by the Contractor hereunder. The Contractor further agrees to comply with the conflict of interest disclosure and prohibition requirements of Section 419.80, Minneapolis Code of Ordinances, which are incorporated herein by reference.
 - (2) In addition to the NRP Conflict of Interest Policy adopted September 24, 2001, the Contractor agrees to be bound by the City's Code of Ethics as codified by Minneapolis Code or Ordinances, Chapter 15. The Contractor Certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with the Chapter 15. It is agreed by the parties that any violation of the City's Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this Section shall be referred to the City's Ethic Officer at 612-673-2254.
- K. Subcontracts – The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Agreement, except for those subcontracts referenced in this Agreement or authorized in Exhibit A, without the prior written consent of the City.
- L. Copyright – If this Agreement results in any copyrighted material, the author is free to copyright the work, but the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

- M. Governing Law – This Agreement shall be construed and enforced according to and governed by the laws of the State of Minnesota.
- N. Termination – This Agreement shall terminate on the earlier of (i) December 31, 2016, or (ii) immediately upon notice of contract termination from the City to the Contractor.

SECTION 8. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

- (1) Compliance – The Contractor agrees to comply with Chapters 139 and 141, Minneapolis Code of Ordinances, incorporated herein by reference.
- (2) Nondiscrimination – The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age [forty to seventy (40-70)], marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- (3) Noncompliance – In any event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or provisions herein, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.
- (4) Liability – In the event there is probable cause to believe the Contractor is in noncompliance with the nondiscrimination clauses of this Agreement or with any applicable rules or regulations, the City shall have the right to withhold up to fifteen (15) percent of said contract funds until such time as the Contractor is found to be in compliance or is otherwise adjudicated to be in compliance.

B. Affirmative Action

- (1) Approval – The Contractor agrees that it shall be committed to carry out an affirmative action program. The City shall provide affirmative action guidelines to the Contractor to assist in the formulation of such program.

The Contractor shall submit the necessary affirmative action documentation to the City for approval prior to the disbursement of funds.

- (2) Access to Records – The Contractor shall furnish all information and reports required hereunder and by the rules and regulations of the City, and will permit access to its books, records and accounts for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- (3) Notifications – The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) EEO/AA Statement – The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an "Equal Opportunity" or "Affirmative Action" employer.
- (5) Subcontract Provisions - The Contractor will include the provisions of Section 8A. Civil Rights and 8B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

C. Employment Restrictions

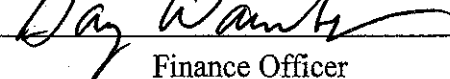
- (1) Prohibited Activity – The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the NRP for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, and unionization or anti-unionization activities. NRP participants may not be placed into or remain working in any position which is affected by a labor dispute.

SECTION 9: ADMINISTRATIVE ADJUSTMENTS

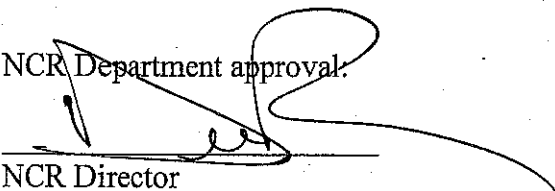
The time of performance for services to be performed under this Agreement may be extended, prior to its expiration, for a period not to exceed one year, by written administrative approval from the contract administrator. All such notices of extensions to the time of performance shall be provided to the contract representatives listed in Section VI of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

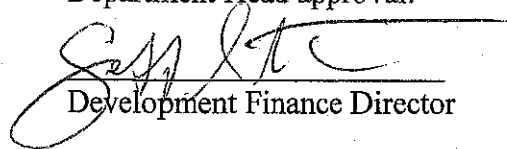
CITY OF MINNEAPOLIS

By 
Finance Officer
Enterprise Contract Administrator
☒ City Purchasing Agent

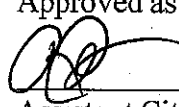
NCR Department approval:


NCR Director


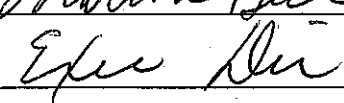
Department Head approval:


Development Finance Director

Approved as to form:


Assistant City Attorney

WHITTIER ALLIANCE

By 
Its 

Tax ID # 41-1315023

**EXHIBIT A
SCOPE OF SERVICES**

COMMUNITY PARTICIPATION PROGRAM

In accordance with the adopted Community Participation Program guidelines of the City of Minneapolis, the following roles are defined.

- A. ROLE OF THE CONTRACTOR. The CONTRACTOR shall be responsible for the following within the boundaries of the Neighborhood as defined by the City of Minneapolis:
1. The CONTRACTOR shall carry out the activities as outlined in its submission for Community Participation Program funding (Exhibit B to this contract). Regardless of any budget contained in Exhibit B, the total compensation shall not exceed the rate stated in Section 3 of this contract.
 2. The CONTRACTOR shall follow the guidelines set forth in the Community Participation Program guidelines (incorporated herein by reference). Specifically, the CONTRACTOR shall have and follow its Articles of Incorporation and By-laws, shall have no barriers to participation and shall be a democratically elected and representative group of the Neighborhood. The CONTRACTOR shall make every effort to ensure that participation in all phases of its activities is inclusive of all members of the neighborhood and represents the diversity of that membership.
 3. The CONTRACTOR shall provide opportunities on a regular basis for residents and property and business owners to participate in the decision-making process by attending meetings and by serving on committees or task forces.
- B. REPORTING PROCEDURES.

The CONTRACTOR will be responsible for submitting a report to the Neighborhood and Community Relations (NCR) Department at the end of the contract year to account on the expenditure of all funds received through this contract. The CONTRACTOR shall provide such other reports and information as required by NCR to comply with department requirements (including narrative reports on community participation activities). All such reports are considered public documents and may be published on the City's website.

C. SPECIAL CONDITIONS.

The CONTRACTOR is required to submit a copy of its organizational budget for 2014.

COMMUNITY PARTICIPATION PROGRAM

Application

Jan. 2014 to Dec. 2016

CONTACT INFORMATION:

Organization Name: Whittier Alliance	
Address: 10 E. 25 th St Minneapolis, MN 55404	
Website url: www.whittieralliance.org	
Organization email: marian@whittieralliance.org	
Federal EIN: 411315023	
Board Contact:	Name: Erica Christ Phone: 612-872-7580 Email: ericacchrist@yahoo.com Address:
Staff Contact:	Name: Marian Biehn Phone: 612-871-7756 Email: marian@whittieralliance.org Address: 10 E 25 th St Minneapolis, MN 55404

IV COMMUNITY PARTICIPATION PLANS**1. Evidence of organization's eligibility:**

The Whittier Alliance has been previously recognized as an eligible neighborhood and has received funding from CPP. The boundaries of the Whittier neighborhood are Franklin Ave to the North; Lake St to the South; Lyndale Ave to the West and 35W to the East.

2. Community Participation Efforts:

The Whittier Alliance has fostered and will continue to foster opportunities for open communication and participation. As trends and life styles change in the community, different approaches are added or adapted to reach and engage more stakeholders.

Proposed Outreach Activity:

- * Community Meetings to present and solicit information for neighborhood decisions
- * Neighborhood Communication Network (people) & Social Media (tech) expansion
- * Community Events & Activities to build neighborhood awareness and loyalty
- * Forums & Seminars to Educate for broader civic influence

Whittier's adopted Neighborhood Priority Strategic Plan identifies Stakeholder Engagement as one of 6 priorities. A Stakeholder Engagement Task has been established and, in addition to the usual outreach methods, targeted outreach and engagement activities are being implemented.

Whittier residents, service and faith based organizations, rental property owners, law enforcement groups, schools, institutions and businesses are part of a broad engagement process. The Whittier Alliance facilitates, and invites community participation in the monthly community meetings. At these regularly scheduled meetings, all attendees have "voice." Meetings are publicly noticed via postcard mailing, electronic mailings, website posting, door-to-door fliering, and through our Neighborhood Communication Network. The broader community is invited to all meetings but areas particularly affected by an agenda topic are targeted for more intense distribution of information.

Beyond meetings, other outreach activities and events are and will continue to be part of Whittier's Community Participation effort to engage, build community and build awareness of the neighborhood. The Whittier Alliance builds community and invites alternative engagement by hosting or co-sponsoring events such as: Dog Days of Whittier, Art in the Park, May Day Soiree, spring & fall neighborhood clean ups, game night, youth field day and summer potlucks. We will continue to educate Whittier stakeholders and foster civic participation through candidate forums and voter registration drives meant to build more influential community participation. The younger demographic of the neighborhood calls for more frequent and smarter use of social media outlets for information distribution as well as a call for participation. Lastly, team door knocking with the community organizer with a 3 point targeted message has recently been reintroduced as a method to put a face to the Whittier organization.

3. Building organization capacity

The Whittier Alliance uses its Strategic Plan and the balance of its NRP Phase 2 Action Plan as the Neighborhood Priority Plan. The Strategic Plan areas of focus - Stakeholder Engagement, Housing, Historic Preservation, Environmental Sustainability, further & smart Development of the Commercial Corridor, and Organizational Sustainability - paired with the NRP Action Plan strategies of Housing, Commercial Corridor, Community Building, Youth & Safety provides endless opportunity for the Whittier Alliance to build capacity and benefit from the talent within the neighborhood.

The Whittier Alliance recognizes that meaningful progress on the "planned work" as well as work that walks in the door is not achievable with 2.5 staff. The Whittier Alliance proposes that beyond the continued effort to increase attendance at meetings and events, the following action will be taken to expand capacity:

- The Neighborhood Communication Network will be expanded from the current 30 to 60 network contacts
- The Network will be utilized to help gather data from residents and business to facilitate implementation of the Strategic Plan, distribute block and neighborhood information, and assist the Whittier Alliance with building Whittier awareness
- Organizational capacity will be built by direct invitation, announcements at community meetings, the Whittier website and social media.
- People with leadership skills will be identified to help build buy-in and move initiatives forward

- The Whittier Board will continue to act as ambassadors to the neighborhood
- The Whittier Board and staff will monitor the Strategic Plan implementation steps, seek interns, specialists, or professional assistance as needed to assure volunteers are receiving the needed support and build capacity
- Opportunity to contribute will be open to all capacity levels
- Opportunities for youth involvement will continue to be invited
- Bi-lingual volunteers will be utilized to welcome, inform and encourage participation

4. Building Neighborhood Relationships:

The Whittier "The International Neighborhood" has many characteristics. We measure our diversity by ethnicity, culture, age, race, profession, educational background, economic, housing, lifestyle, etc. The Whittier neighborhood numbers 13,689 residents. Our information indicates approximately 1/3 of the residents move each year. Building a livable neighborhood of engaged residents representing all sectors is the desired yet challenging goal with a fluid population. People turn out for meetings that affect them directly or events that interest them.

The Whittier Alliance will continue to work toward a whole and inclusive neighborhood by:

- Implementing the stakeholder engagement components of our Strategic Plan
- Promoting civic awareness and engagement through a voter education, registration efforts and candidate forums
- Working with housing providers and rental property owners to communicate Whittier opportunities and events
- Networking with service providers, parks, and schools to identify programs and opportunities that encourage community interaction
- Offering food at meetings & events for mutual hospitality
- Offering events like the Youth Field Day, Dog Days of Whittier & Clinton Field Ice Cream Social, and provide a comfortable and spontaneous format for fun, games and interaction
- Offering & inviting opportunities for cultural discussions and sharing of customs
- Working with the active and diverse retail and commercial businesses in Whittier, as well as developers and real estate professionals, to strengthen the commercial corridors and fill vacant store fronts with neighborhood preferred services
- Expansion of the Whittier Business Directory and the For Sale/Lease component of the directory www.whittierbusiness.org

The Whittier Alliance will extend and accept invitations to collaborate with other organizations and neighborhoods, and partner with private and public entities. Collaborations and partnerships that will be continued or introduced are:

- Collaboration and alignment with Lyndale, Lake St. Council, Midtown Greenway Coalition, Central & Phillips West, Neighborhoods, Hennepin County & Minneapolis:
 - 35W Access Project,
 - reopening of Nicollet Ave and Lake Street commercial corridor,
 - Greenway & Nicollet Ave Transit Access studies
- Collaboration and alignment with Stevens Square and Loring:

- Franklin Ave & Franklin Ave Bridge visioning and renewal
- Nicollet-Central Transit Access
- Partnering with the Lyndale Neighborhood for a shared Somali-East African Outreach coordinator
- Minneapolis Park and Rec: Whittier Park programming and Washburn Fair Oaks Park master plan
- Realtors and Leasing Agents: Filling vacant storefronts with neighborhood preferred business
- Neighborhood enthusiasts such as Joan Vorderbruggen who initiated and implemented the very successful Artists in Storefront program which resulted in 7 storefronts being leased and multiple local artists being showcased
- Private developers and the City of Minneapolis: Develop a long-term, environmentally-friendly resolution to parking demand along the commercial corridor
- Minneapolis Institute of Arts & Minneapolis College of Art and Design: Collaborate on cultural and creative projects and links to Eat Street
- 5th Precinct Police Law Enforcement Group (LEG): Our on-going collaboration with the LEG has resulted in longer sentencing for offenders and a more informed, safer neighborhood
- Faith base groups, youth serving organizations and service providers

The Whittier Alliance will work to strengthen partnerships at all levels to improve livability and respect for diversity, facilitate better civic decisions, and build awareness and appreciation of the Whittier and Eat Street brands.

5. Involvement of Under-Engaged Stakeholders:

There is always work to be done to engage the underrepresented populations in the neighborhood. The Whittier Alliance will continue to seek out new ways to engage and inform residents who are unaware of the neighborhood amenities, changes that will impact their lives, or events that could engage them on a social level.

Similar to other neighborhoods, the Whittier Alliance has identified immigrant and minority populations and young adults 18-25 as under engaged. The Whittier Alliance will continue to offer participation in ways that have been successful in the past. We have seen growing participation in events by a broader representation of the Whittier neighborhood in events and opportunities such as:

- neighborhood clean ups
- community gardening
- Youth Field Day and Summer ice cream socials
- Game night
- Artists in Storefront events such as the Bridging Festival and walking tours

The Whittier Alliance does not have the capacity to provide direct social, housing or educational services. However we will continue to update and provide a list of agency and service resources to assist residents in need. In addition, we will continue to access the language and cultural resources of the NCR department. We have found these services valuable and efficient.

6. Housing Activities:

According to the 2010 Wilder Report, Whittier has 7446 housing units, 772 of which are single family homes. The yearly median income for a Whittier resident is \$32,000, and the average rent is \$700 per month. Our Strategic Plan outlines goals for housing in Whittier for the next 5 years and targets single family homes, zoning, multi-units, historic preservation, and affordable housing.

Single family homes and family housing are limited in the Whittier neighborhood. We continue to lose families and residents who prefer to live in Whittier but cannot find housing to accommodate a change in lifestyle or family size. In order to support the neighborhood school, stabilize the neighborhood, provide broader in-neighborhood housing options for residents, and to increase the inventory of single family homes and larger size units, the Whittier Alliance is or proposes to:

- Retain the services of an intern or housing specialist to do an inventory of single family homes that have been converted to duplexes and encourage the return to single family living
- Work with the City to down zone areas and incorporate R1 zoning (no R1 or R2 zoning exists in Whittier)
- Market the single family home improvement loan to improve livability and curb appeal
- Work with realtors to promote the Whittier neighborhood to potential buyers from within and outside of the Whittier neighborhood
- Assure that the commercial corridors provide neighborhood amenities and the parks are safe
- Work with CPED and Hennepin County to secure and purchase vacant lots (funds in place)
- Work with the City on boarded and vacant buildings to rehab and sell to owner occupants
- Retain the services of a consultant to research and complete a Historic Preservation Guide for homes in Whittier highlighting the economic, environmental and historic value of retaining and maintaining older homes.
- Retain the services of a professional to explore further historic designations, broaden the district, or create a conservation district
- Create a loan program for historic preservation and restoration

Whittier has long been a rental neighborhood and that will not change. Work within the rental community has been and will continue to be an important aspect of Whittier housing choice and valued housing stock. Work in the area of multi-housing includes and will continue to include:

- Marketing the Rental Rehab & Renewal Loan for code compliance, tenant livability, and curb appeal
- Working with identified problem properties to improve management practices
- Safety seminars for residents
- Sponsoring quarterly rental property owner seminars
- Continue building a directory of rental residents for communicating neighborhood events and amenities
- Work with developers to incorporate larger units in new developments

Whittier is an affordable neighborhood. Over the past several years several properties have either come forward to renew affordable housing covenants or to be designated affordable in order to receive advantageous tax credits. This concentration of affordable, supportive, and transitional housing is one of the highest in the City. It is our experience that the "designated" affordable units have management issues that put them on the problem property list within the neighborhood and absorb excessive staff and police time. This problem erodes a block and a neighborhood. With this type of impact on the community, the Whittier Alliance will:

- Work with the City's Affordable Housing Trust Fund to evaluate funding process and awards, and explore application or policy changes to balance distribution
- Until housing equity is achieved, discourage the addition of designated affordable, supportive and transitional housing in the Whittier neighborhood
- Encourage properties with expiring Affordable Housing Covenants to return to market rate
- Work with housing organizations to inform them of housing goals for the Whittier neighborhood

Housing and housing related programs, discussions, and activities account for approximately 50% of the work of the Whittier Alliance. We have purposefully integrated all aspects of the Strategic Plan. An engaged and informed community supports a healthy commercial corridor which supports healthy housing, etc.

7. Unused Funds:

Unused funds will not go unused. Current unused funds indicates that we have been more efficient than anticipated; were able to use volunteer help rather than pay for the services of a consultant; or an initiative was postponed due to another issue taking priority. The Strategic/Priority Plan calls for levels of expertise that will have to be contracted and we anticipate an accelerated use of the allocated funds.

8. Budgets:

The budget for the Whittier allocation of \$394,733 is part of this submission. The budget will reflect expenses that are associated with things that happen to the neighborhood to which we need to respond, such as: the 35W Access Project; Streetcar studies; development proposals; and unanticipated livability, safety, human rights or natural disasters. It will also reflect expenses initiated by the neighborhood in the Whittier Strategic/Priority Plan that Whittier stakeholders have identified as important to neighborhood development.

9. Comments:

Whittier Vision: A World Class Neighborhood

Mission: The Whittier Alliance is dedicated to building a flourishing and distinctive neighborhood

The Whittier Strategic Plan was designed to push the limits and vision of the Whittier neighborhood. Many of the goals are ambitious but are so intentionally. The Whittier neighborhood wants to be an innovative example to other neighborhoods and the City of Mpls.

ESTIMATED BUDGET

CPP Budget	2014	2015	2016
Staff Expenses	\$75,000	\$75,000	\$75,000
Employee Benefits	\$13,000	\$13,000	\$13,000
Professional Services	\$ 7,000	\$ 7,000	\$ 7,000
Occupancy	\$18,000	\$18,000	\$18,000
Communications/Outreach	\$ 7,000	\$ 7,000	\$ 7,000
Supplies and Materials	\$ 4,000	\$ 4,000	\$ 4,000
Meetings/community building events	\$ 4,591	\$ 4,591	\$ 4,591
Development	\$ 1,000	\$ 1,000	\$ 1,000
Fundraising	\$ 2,000	\$ 2,000	\$ 2,000
Other Services	\$	\$	\$
Total for contract:	\$131,591	\$131,591	\$131,591
Neighborhood Priorities	\$	\$	\$
TOTAL:	\$131,591	\$131,591	\$131,591

Notes:

- Staff expenses should include payroll, FICA, and withholding, and contract staff.
- Employee benefits should include any health insurance, retirement, or other benefits.
- Professional services should include the cost of temporary contractors, bookkeepers, accountants, etc.
- Occupancy should reflect costs related to rent, utilities, phone, websites and email expenses, and other similar expenses.
- Communications/Outreach should include costs of publications, printing, postage, delivery, flyers, etc.
- Supplies and materials should include office supplies as well as expenses for supplies related to ongoing programs such as block patrols, etc.
- Meetings and community building events can include those costs related to community meetings and events (excluding food and entertainment).
- Development expenses could include costs related to training, education, recognition, or orientation for board, staff and volunteers.
- Fundraising could include any costs related to fundraising for your organization (hiring of consultants, costs of materials, postage, events, etc.).

EXHIBIT 3



WHITTIER ALLIANCE 2013 ANNUAL REPORT



LETTER FROM THE BOARD CHAIR | ERICA CHRIST

Welcome to the Whittier Alliance Annual Meeting! Thank you for taking the time to join us in looking back at 2013's accomplishments and forward to the very interesting future of Whittier.

Things are changing in Whittier at a dramatic pace. New businesses are opening and new developments are being drawn up nearly every day! But the real story is that Whittier is a very attractive neighborhood to both new businesses and new residents. Thanks to the hard work of neighbors and property owners, the Whittier Alliance, the Business Association and, though not active this year, the Nicollet Avenue Business Association, Whittier has thrived and indeed blossomed into a vital, diverse, fascinating urban area. Great job everyone!

The challenge we now face is how to welcome change and investment in the neighborhood while protecting and encouraging the qualities of Whittier that we love. We face questions like: how do we support small ethnic businesses on a commercial corridor whose property values are skyrocketing? How do we keep our densely populated neighborhood livable, walkable, bikable? Most importantly, how do we make ourselves heard when decisions are being made about our neighborhood? A strong neighborhood organization is the community's best hope in tackling these big questions. We have the resources, the deep roots and history in the neighborhood, and the strong connections across the neighborhood and the city to make this vision of a prosperous, eccentric, accessible, diverse, loveable, livable world class neighborhood a reality.

It has been a pleasure to serve you this year. I look forward to working with you to shape the future of Whittier. It isn't always easy to track our progress or to point to successes because so much of what we do is about laying the groundwork for healthy neighborhood growth and about insisting on high standards of quality and livability in development. But we have made great progress. Now, onward!

WHITTIER ALLIANCE EXECUTIVE DIRECTOR REPORT | MARIAN BIEHN

Looking back on Whittier's history, there is serendipity in the discussions that keep the Whittier Alliance and neighborhood an engaged and vibrant community. Development, transit and neighborhood character seem to be our karma. In the late 1970s, despite the protests of the Whittier Alliance and residents, the Kmart store was built over Nicollet Ave. From that development, Eat Street evolved and changed the character of Nicollet Ave, rerouted traffic and transit, and further set the stage for the multi-cultural neighborhood we know and love.

Whittier is dancing with more potential character changing projects that are slow moving but in constant discussion. The reopening of Nicollet Ave and related potential development; two corridor trolley/streetcar lines; and the 35W project, which is now both a transit and a widening project, will present us with hard decisions. We are at the doorstep of some neighborhood choices that will test our strength as a neighborhood. It is a call to engage in a united and collaborative debate on how to best retain neighborhood character while embracing the coming changes. Whittier is a large neighborhood with a large pool of ideas, opinions, smart and engaged people. The Whittier Alliance has a strong history of sticking with tough issues until there is a best outcome. (Don't expect 100% agreement!) We invite everyone into the discussions—it is, and always has been, an open forum. We get the best results when we work together.

As we grapple with the larger picture, life happens in the Whittier neighborhood. In 2013 the Whittier Alliance worked with residents and community partners on multiple issues and projects. Most notably, we moved and started rehab on two houses which are slated for owner occupancy. Livability was tackled with the help of Law Enforcement and Restorative Justice partnerships. We have worked with individuals to help resolve chronic trash problems overflowing on to private and public property and individuals with neighboring problem properties. We partnered with the Lyndale neighborhood and hired Osman Ahmed to help widen our friendships within the Somali community. We funded youth programs and improved curb appeal with property improvement loans. Thanks to Artists in Storefronts and a resident with a link to muralists from the National University of Uruguay, we made Whittier more pleasing with many new permanent art installations. We have advised, encouraged and funded new business investment in Whittier. No two days in the Whittier Alliance office are ever the same.

While the work of the Whittier Alliance is influenced by large projects such as the reopening of Nicollet, it is also defined by our Strategic Plan, NRP initiatives, stakeholders' needs and the care we give to the everyday livability of the Whittier neighborhood. You live or own a business here because it feels good, it is interesting, it is affordable, because of the diversity of people, shops, dining and groceries, because of your favorite coffee shop, because it isn't like any other neighborhood in Minneapolis. Besides attentiveness to the big picture, the Whittier Alliance pays attention to the "character" that makes you want to be in Whittier. That's what we do....and we do it with your help.

Thanks to the Whittier Alliance board for their time, steady guidance and thoughtful deliberation. Thanks to my fellow staff members for their care and dedication. And thanks to all the volunteers who generously give their time and talent to the Whittier Alliance and the Whittier neighborhood.

Board of Directors Serving in 2013

Officers

Erica Christ, Chair
Erin Sjoquist, Vice Chair
Tom Bissen, Treasurer
Daphna Stromberg, Secretary

Standing Committee Chairs / Reps

Justin Kader, Community Issues
Rob Davis, Business Association
Dan Largen, For Profit Business Rep
Diane Moe, Non-profit Business Rep

At Large Members

David Bagley	Christina Le
Tom Bissen	Zachary Metoyer
Erica Christ	Mike O'Dell
Rob Davis	Felino de la Peña
Ted Irgens	Natascha Shawver
Laura Jean	Osla Thomason

Staff

Marian Biehn, Executive Director
Osman Ahmed, Community Organizer
Tim Lovett, Interim Com. Organizer
Kate Pruden, Community Organizer
Rita Stodolka, Administrative Assistant

COMMUNITY ORGANIZER REPORT | MARIAN BIEHN

At the start of 2013 the Community Organizer position was vacant and filling the position was hampered by bad luck and a busy calendar. However, we were able to keep our outreach and community partnerships active with interim assistance and coordination with faithful volunteers. In the fall of 2013 the Whittier Alliance partnered with Lyndale Neighborhood Association and welcomed Osman Ahmed as a shared Community Organizer and Liaison to the Somali and immigrant communities. Osman's experience in community organizing has proven a valuable asset to the neighborhood. We also want to thank the volunteers who helped with community outreach and Whittier Alliance events. Below is a review of the community organizing activities and partnerships of the Whittier Alliance in 2013.

Whittier Alliance 2013 partnerships and collaborations:

5 th Precinct—Minneapolis Police Department	Midtown Greenway Coalition
Artists in Storefronts	Minneapolis Park and Recreation Board
Community Action of Minneapolis	Minneapolis Police Chief Advisory Council
Gardening Matters	Restorative Justice Community Action
Jabbok Family Services/COOL Youth Center	Stevens Square Community Organization
Law Enforcement Group	Whittier Faith Based Organizations
League of Women Voters	Whittier International Elementary School
Lyndale Neighborhood Assn.	Youth Farm and Market
Midtown Community Works	Nicollet-Central & Midtown Greenway Transit Alternative Committees

Whittier Alliance 2013 sponsored and supported events:

Annual Meeting	National Night Out—10 parties in Whittier!
City Council Candidate Forums	National Voter Registration Day
Community Conversations	Neighborhood Cleanup Events
Community Garden Day	Peace Games
Dog Days of Whittier	Shop Karmel
May Day Soirée	Whittier Game Night
Minneapolis Institute of Arts – Get Local	World of Whittier
Multi-Neighborhood Wine Tasting	

COMMUNITY ISSUES | JUSTIN KADER, CHAIR

Whittier Alliance Community Issues meetings are held the second Monday of the month, from 6 – 8:30 p.m. at Whittier Park. The Community Issues meetings provide a town hall-like atmosphere and format for Whittier residents, property owners, and concerned citizens, to engage with each other and discuss current and future issues and their impact on the neighborhood. In addition to informational presentations, development and ordinance reviews, the agenda typically includes community announcements, topics of interest or concern from residents, a report from the Minneapolis 5th Police Precinct, updates from the Councilmember, and comments from Whittier Alliance staff. This past year we saw great attendance and engaging discussion on a variety of topics.

Development & Ordinance Reviews

• 2604 Lyndale Ave S – French Meadow Bakery	Business expansion and change in liquor license class
• 2604 Lyndale for 2601-07 Lyndale	Request for interim use surface parking lot
• 17 E 24 th St – Simpson Housing	Variance request to reduce the side yard from 9' to 1'4" to allow for a trash enclosure
• 2934 Lyndale Ave S – Lyn-Lake Brewery	Request for conditional use permit and variances for floor area and signage
• MCAD-Stevens Ave Houses	Site plan review and relocation of houses to 2726 & 2728 Stevens Ave
• 2550 Nicollet Ave S– Buddha Lounge	Class B Liquor License application
• 2813 Pillsbury Ave S & 211 28 th St. S – PPL	Request for affordable housing tax credit subsidies for debt service reduction
• Washburn Fair Oaks Park	Master Plan for park & North China Friendship Garden
• 17 E 24 th St – Simpson Housing	Request for Emergency Shelter Funds for Passages Housing and variance for a trash enclosure
• 2924 Grand Ave S	Zoning change

Informational Presentations

• Whittier Strategic Plan	Erica Christ, Whittier Alliance
• Avenues for Homeless Youth	Wendy Darst & Deena McKinney
• Midtown Greenway Coalition	Soren Jensen, Executive Director
• Open Streets-Lyndale	Colin Harris
• Corridor Development Initiative	Gretchen Nicholls
• Whittier Historic Preservation Survey	Elizabeth Gales-Hess, Prof. of Architecture & Design U of M & Graduate Program Students
• Linden Hills Power and Light	Felicity Britton, Executive Director
• MN House of Representatives	Rep. Karen Clark-Legislative Update
• Nicollet-Central Transit Proposal	Charleen Zimmer & Gavin Pointdexter
• Cultural Conversation	Hodan Hassan & Warsame Warsame, Somali Community
• Whittier Parks	Anita Tabb, Minneapolis Parks and Recreation 4 th District Commissioner
• Midtown Corridor Transit Alternative Analysis	Michael Mechtenberg, Project Manager
• Re-open Nicollet	Brian Schaeffer, S. Mpls. City Planner / David Frank, Re-Open Nicollet Work Group Facilitator
• USInternet	Dustin Evenson
• 5 th Precinct Neighborhood Relations	Jennifer Saunders, Assistant Minneapolis City Attorney

FUNDRAISING | MARIAN BIEHN

The Whittier Alliance depends on fundraising activities to help supplement the annual budget. Thanks to your generosity, we exceeded our 2013 fundraising goals by over \$7,000. More people attended the May Day Soiree and enjoyed a lively evening of Whittier food, auction items and entertainment. You also responded with both checks and written comments when we asked during our Fall Solicitation.

The Whittier Alliance thanks Whittier residents, businesses, friends and supporters for their financial contributions. The revenue from these fundraisers is reserved for future use and for expenses that are not covered by other, more restricted funding sources. These reserve funds have been accessed to subsidize the gap in the contract funds and the actual cost of rehab for the Stevens Ave homes.

Fundraising Income 2013	
May Day Soiree Neighborhood Benefit	\$ 17,168
Fall Fundraiser	\$ 12,632
Multi-Neighborhood Wine Tasting	\$ 150
Total (rounded to nearest dollar)	\$ 29,950

Please see the reverse of this page for a list of donors

FINANCES | TOM BISSEN

The Finance Committee meets with our accountant on a monthly basis to review the income and expenses of the Whittier Alliance. The monthly financial report is then forwarded to the Whittier Alliance board for final review. All incoming funds and invoices are identified with an account number to track against the annual budget. Expenses are coded to the appropriate funding sources. Professional oversight of the Whittier financials is provided by Petersen Paquin, CPA. In 2013 an audit of the 2012 Whittier Alliance financial position, activities, functional expenses and statement of cash flow and an audit of the accounting practices and procedures was performed by an independent consultant of the Neighborhood and Community Relations Department of the City of Minneapolis.

Financials | January 1 – December 31, 2013

Ordinary Income/Expense

<i>Income</i>	
N'hood Com. Relations – CPP	131,587.55
Other Donations	6,300
NRP 23503 Funds	362.26
Whittier Fundraising	29,949.79
Youth Micro Grant	11,758.51
Façade Grant	10,500.00
Stevens Ave Houses	13,922.03
Interest Income	58.50
Other Income	200.00
Program Service Revenue	1,505.85
Total Income	\$ 224,369.82

Expense

Mileage	32.00
Payroll	90,643.67
ADP	2,055.86
Advertising	400.00
Professional Services	7,312.50
Subcontract	9,819.75
Bank Fees	54.49
Copier	3,697.65
Computers	1,154.85
Printing	7,877.64
Donation	- 7.21
Food/Beverages	550.40
Fees, Licenses and Permits	265.00
Insurance	1,002.34
Operations	11,473.72
Office Supplies	2,009.31
Postage	6,925.06
Recognition	407.56
Community Meetings	316.20
Training	1,555.61
Fundraising	1,159.72
Housing Related Programs	45,012.05
Whittier Community Events	19,943.98
Youth Micro Grants	11,758.51
Total Expense	\$ 225,420.66

Net Ordinary Income - \$ 1,050.84

Balance Sheet | As of December 31, 2013

Assets

<i>Current Assets</i>	
Checking – Main	9,466.36
Checking – Reserve	145,244.66
PayPal	9.70
NRP 22203	16,852.32
NRP 23503	4,534.71
CPP	47,667.91
Youth Micro Grant	11,358.51
Total Current Assets	\$ 235,134.17

Fixed Assets

Property & Equipment	3,437.38
Accumulated depreciation	- 3,437.38

Total Fixed Assets 0.00

Total Assets \$ 35,134.17

Liabilities & Equity

<i>Current Liabilities</i>	
Employee HSA	70.00
Deferred Revenue – NRP Contract	
- Advance 22203	10,000
- Advance 23503	7,900
- Youth Micro Grant	10,000
Deferred Revenue – NCR	
- Advance CPP	10,000
Façade – Temp Rest	10,750
Total Liabilities	\$ 48,720.00

Equity

Net Assets	194,215.01
Net Income	- 7,800.84
Total Equity	\$ 186,414.17

Total Liabilities & Equity \$ 235,134.17

We would like to thank our generous contributors from the past calendar year. Without their support, the projects and success detailed in this report would not be possible:

AAUW	Christopher Gottshall	Hornig Properties	Linda Martin	Jeff Shade
BDC Management	Erica Christ	Jim & Joanne Hubal	Dr. Harriet C. McCleary	Jocelyn Shardlow
Javier Buenfil Azpiri	Christos Greek Restaurant	Dr. Paul Huey	Dana & Mary McDill	Natascha Shawver
David Bagley	Don Davis	Ted Irgens	Patrick McGrath	Elizabeth Siler
Andy Baird	Rob Davis	Irving Properties	Diane Moe	Thomas Siler
David & Dominique Bereiter	Paula DeCosse	Laura Jean	Shelly Ann Moorman	Erin Sjoquist & Kurt Nelson
David Bernstein & Paula Rabinowitz	Dr. Elisabeth Dommer	Mark Jossart & Carolyn	Donna Moreno & Paul	Scott Smith
Marian Biehn	Jim Dowds	LeBlanc	Smith	Jeffrey Spencer
James Billmann, Flower Realty	Emily Doyle, Girard Managment	Justin & Jen Kader	Jo Ann Musmeci	Daphna Stromberg
Tom Bissen	Electric Fetus	Kleinman Realty	Pach Nguon	Sunrise Banks
Peter Bonahoom	Flowers of Miss Bertha	Elizabeth Kreibich	Nicollet Avenue Dental	Diane Tvedt
Roger Brake	Dana Fox	Frank Kreiser	Carolyn Payne	Pam Vardalos
Geri Burns	Galactic Pizza	Dan Largen, Mint Properties	QT Property	Edward Vogel
Mary Cable	Elizabeth Garvey	Christina & Binh Le	Joe Rine	The Wedge Co-op
Alison Campbell	David George	The Lindgren Group -Nico	Andrea Roback	James Wentzell
Greg & Luana Campbell	Diane Gorney	Larry Ludeman	Rose Manor Apartments	Kathy Wood & Ralph Yehle
Michael Chatt	Verne Greenlee	Bill & Deborah Mague	Jim Rubin, Mint Properties	
Kristen Chirhart & Lee Sverkersen	HCMC	Brooks & Mark Mahoney		

And thank you to all our donors who wish to remain anonymous.

We also want to thank all the businesses that supported the Whittier Alliance with In-Kind donations in the form of food, products, gift certificates, etc. These donations help defer and reduce the cost of events and outreach. Please support these generous businesses:

Restaurants, Cafes & Food

3 Sons Signature Cuisine
The Bad Waitress
Barbette
Black Forest Inn
Blaisdell Manor
The Blue Door
Bob's Java Hut
Buster's on 28th
Butter Bakery
Crema Café—Home of Sonny's Ice Cream
Christos Greek Restaurant
Common Roots Cafe
Dunn Bros.-Nicollet
Eat Street Social
The Egg & I Restaurant
Fuji Ya
French Meadow Bakery
Galactic Pizza
Glam Doll Donuts
The Gray House
Hell's Kitchen
Heidi's
Icehouse Mpls
It's Greek to Me
Izzy's Ice Cream Café
Krunghthep Thai
Lake Wine & Cheese
The Lyndale Tap House
Lu's Sandwich
Muddy Waters
The Nicollet
The Nightingale
Pancho Villa
Pat's Tap
Peninsula Malaysian
Pho 79/Caravelle
Quang Restaurant
Rainbow Chinese
Sebastian Joe's
A Slice of New York
Spyhouse Coffee Shop
World Street Kitchen

Tickets

Basilica Block Party
Brave New Workshop
Bryant Lake Theater
Children's Theatre Co.
Frank Theater
Guthrie Theater
Heart of the Beast Theatre
Jungle Theater
J.J.Hill House
Landmark Theatres
Mall of America
Mill City Museum
Minnesota State Fair
MN Arboretum
Museum of Russian Art
Putt'er There
Riverview Movie Theater
Saint Paul Saints
SteppingStone Theatre
Three Rivers Park District
Vertical Endeavors
Walker Art Museum

Memberships

American Swedish Institute
Mpls Institute of Arts
Weismann Art Museum

Hotel Overnight

Grand Casino Mille Lacs
Nob Hill Inn
Ramada Inn

Products & Services

The Alt Bike & Board Shop
Balance Fitness Studio
Blacklist Vintage
BP Petroleum
Bryant Lake Bowl
Brooks & Mark Mahoney
Erica Christ
Cliché
Crazy Rooster Farm
Diane Moe
Dominique Bereiter
Doreen Hartzell
Erin Sjoquist & Kurt Nelson

Finnegan's Brewery

Franklin-Nicollet Liquors
Fulton Beer
George Wurtzell
Annelise Gould
Harriet Brewing
Honest 1
Ingebretsen's Scandinavian Shop
Jim Wentzel
Sarah Jordet
Khazana
The Lindgren Group - Nico Plating
Lucky Dog Pet Care
Lyndale Youth Farm & Market
MacPhail Center for Music
Memory Lanes/ Flashback
Metro Blooms
Mpls College of Art and Design
Minneapolis Institute of Art
MN Pro Paintball
MN United Football Club
Nice Ride MN
Northern Star, BSA
Once Upon a Crime
Organic Village Market
at City of Lakes Waldorf
Park - Lake Car Wash
Pedal Pub Twin Cities
Pet Doctors Regla de Oro
Shuang Hur Grocery
The Splendid Table -
Lynn Rosetto Kasper
Seven Sundays
Steven Lang
Summit Brewing
Sunrise Cyclery
Sunrise Flour
Surly Brewing
Tangle Town Nursery
Uptown Swing
The Vagary
Jim Wentzel
Whittier Alliance
Whittier Artists in Storefronts

Save the date

for the

14th annual
May Day Soirée

Join your friends and neighbors
at this Annual Benefit for the
Whittier Alliance

Thursday, May 1
5:30 – 8:30 pm

Blaisdell Manor

2322 Blaisdell Avenue

featuring

Live entertainment
Fantastic auction and raffle!
Lots of fun, food and beverages
\$25 in advance
\$35 day of and at the door

Information & reservations:

612.871.7756



BUSINESS ASSOCIATION | ROB DAVIS, BA CHAIR

The Business Association's (BA) work involved many projects and initiatives:

- **Utility Box Wraps:** The City of Minneapolis now permits neighborhoods to artistically decorate area utility boxes. The BA contracted with MCAD DesignWorks to measure utility boxes and handle a call for artists, making selections that reflect the vibrant and international character of the neighborhood. The wraps were ready for installation last fall but the weather turned too cold too early. The Whittier Alliance staff continues to work with the City and awaits the warm weather needed to install the utility box wraps in the spring of 2014.
- **Updating Digital Maps:** Customers are increasingly using smartphones to find restaurants and businesses. Noting this trend, the Whittier Alliance Business Association contracted with a tech professional to audit all businesses along Eat Street and compare real addresses to information listed in digital maps. Nearly two-thirds of Eat Street businesses had incorrect or missing data from one of these mapping services. This project verified business locations along the corridor (Grant St to 32nd St and 26th St) and submitted accurate information to the top five digital map providers.
- **For Sale-For Lease & Artists in Storefronts (AIS):** The BA continued its work to raise the visibility of available Whittier commercial storefronts. In 2011 the BA began listing available commercial properties on its website, *whittierbusiness.org*. In 2013, the BA continued its partnership with local artist Joan Vorderbruggen on a series of Artists in Storefronts events that brought increased media attention, foot-traffic and commercial interest to Whittier. The For Sale/For Lease is frequently accessed and, in tandem with AIS and a better economy, seven vacant storefronts have been filled.
- **Ongoing transit planning projects:** The BA stays current with the Nicollet-Central Transit Alternative Study; 35W Transit Access Project; and the Midtown Greenway Transit Alternative Study with updates from Whittier reps and transit officials.
- **Corridor development and business improvement projects:** Commercial corridor strategic plan, commercial waste reduction/composting.
- **Façade Improvement Grant:** The Whittier Alliance is the administrator for the City of Minneapolis' Great Streets Façade Improvement Grant. The Business Association promotes the grants. These funds help Whittier businesses along Nicollet Ave, Lyndale Ave, Lake St, Franklin Ave and 26th St make improvements that increase street appeal. The maximum grant is \$5,000 per address and must be matched by the recipient. In 2013, \$25,000 in improvement grants were awarded to: Glam Doll Donuts, the Edison Building at 2115 Nicollet and 21-23-25 E 26th St.

Get Involved: The Business Association meets regularly on the second Wednesday of each month. A different business hosts each meeting. We thank our host businesses in 2013: Nightingale Restaurant, Spyhouse Coffee, Bad Waitress, Rainbow Chinese Restaurant, American Association of University Women, City of Lakes Waldorf School, Old Arizona, Buddha Lounge and the Black Forest Inn. Please join us this year. We have many exciting projects in the works. Our group encompasses non-profit and for-profit, industrial and service oriented, big institutions and small, family-run and sole-proprietor businesses. Residents and property owners are welcome to attend our meetings as well.

Please welcome these new businesses:

2115 Nicollet Ave	Greater Goods	Musitique
21-23-25 E 26 th St	China Jingdezhen	My Huong
African Market	b. Fashion	Nicollet Ave Dentists
Brave New Media	Glam Doll Donuts	Persuasion Arts & Sciences Creative Advertising
Buddha Lounge	Lucky Star Child Care	Pharmacia
Canto Nuevo Tienda-Store	Mary's Clothes	Yess Yoga

We bid farewell to these businesses:

African American Family Services
China Jingdezhen
Dr Barry Gerst
Mary's Clothes
Heidi's Restaurant
Pinecrest Doors

NEIGHBORHOOD REVITALIZATION PLAN & WHITTIER STRATEGIC PLAN | MARIAN BIEHN

With remaining contracted Neighborhood Revitalization Program (NRP) funds the Whittier Alliance continues to support several initiatives outlined as priorities still fundamental to improving the Whittier neighborhood. The funds are dedicated to the activities and programs relating to Housing, Safety, Youth, Business and Local Economy and Community Building. Additionally, the goals outlined in the Whittier Strategic Plan 2012-17 of Stakeholder Engagement, Environmental Sustainability, Historic Preservation, Housing, Commercial Corridor and Organizational Sustainability have influenced Whittier activities and decisions during 2013.

- **Housing:** The Center for Energy and Environment administers Whittier's NRP housing loan funds. The Rental Rehab and Renewal (3R) Loan offers a pool of \$583,924 for loans at 3.5% interest for 10 years to both owner and non-owner occupied rental housing in Whittier. The 3R Loan program is a life-line for rental property owners to make critical and curb-appeal improvements to their properties. Several 3-R loans were paid off in 2013. The Single Family Home Improvement Loan has \$238,426 available to Whittier owner occupied single, duplex, tri- & 4-plex residences. Low interest rates, no income limitations and easier qualifying make these loans attractive. Over \$35,000 in loans were made to Whittier residents in 2013.
- **Housing & Historic Preservation:** The Whittier Strategic Plan outlines goals for more balanced housing and owner occupant opportunities. Action was taken to support the goal of increased single family home ownership options. The Whittier Alliance purchased two single family homes at 2541 & 2543 Stevens Ave S from the Minneapolis College of Art & Design, negotiated the purchase of two tax-forfeited lots at 2726 & 2728 Stevens Ave S from the City, and coordinated the move and started rehab and code compliant improvements to the homes. The homes will be marketed to Whittier residents for owner occupancy. Progress was also made on the preservation of residential and commercial historic assets. In 2013 a partnership with the U of M Preservation Master's Program resulted in a survey report of homes between Pillsbury and Blaisdell Aves and Franklin Ave and 27th St that are recommended for additional research for historic preservation. The Whittier Alliance also obtained the Southwest Transit Historic Transit Study which provides a "building biography" for individual properties in Whittier. This information will be used as a guide by the Historic Preservation Task Force as they implement the Preservation goals.

continued

NEIGHBORHOOD REVITALIZATION PLAN & WHITTIER STRATEGIC PLAN (cont.)

- **Community Building and Safety:** The Whittier Alliance sponsored neighborhood events such as Dog Days, Game Night and the Fall Clean Up, etc. brought people together within the neighborhood. Block and Apartment Clubs received grants from the NRP Safety funds to sponsor National Night Out parties. The Whittier Alliance tracked crime stats and participated in the Law Enforcement Group (LEG) as an effective tool in crime prevention. Neighborhood impact statements on chronic offenders were regularly submitted to the court system.
- **Stakeholder Engagement:** The Whittier Alliance reached another rung on the outreach ladder by growing its mailing and electronic lists and increasing its social media exposure. Door knocking and outreach in apartment buildings is reaching a broader audience. Monthly fliering, mailings and e-newsletters reach thousands of Whittier residents and businesses with news of the neighborhood and an invitation to participate. The Whittier Calendar has proven to be an effective tool in building awareness of Whittier Alliance and Neighborhood amenities, destinations, meetings and events. The 2013 Whittier Art & Artists Calendar was delivered to 7400 households and businesses in Whittier and highlighted the arts organizations, street murals and sculptures and multi-talented Whittier residents.
- **Business & Local Economy:** The Whittier Dining Guide, the on-line Business Directory and the on-line For Sale/For Lease resources continue to be initiatives that strengthen Whittier commercial corridors and are proven attractors to the Whittier neighborhood. The commercial corridor goals focus on Nicollet Ave but decisions will influence other commercial areas of Whittier as well. Creating a visual path that draws residents and other businesses through the neighborhood is one of the commercial corridor goals. In 2013 this was achieved with the Artists in Storefronts walking tours and the permanent installation of public art in various locations in Whittier.
- **Youth:** The Whittier Alliance is committed to serving youth and fostering opportunities for them. The Whittier Alliance does this by supporting youth serving organizations in the neighborhood. In 2013 \$11,583 of NRP Youth funds were granted to Whittier youth serving organizations. Grants were awarded to Old Arizona, Jabbok Family Services and Youth Farm. In the last 4 years, \$54,332 in grants has been awarded to Whittier youth programs. In addition, the Whittier Alliance partnered with youth serving organizations to sponsor the World of Whittier Family Fair. Over 300 youth and adults attended this free event which features youth performers, crafts, activities, resource tables and food.
- **Environmental Sustainability:** The Environmental Task Force was not active during 2013 but individual community members attended seminars, explored grants, met with experts regarding establishing baseline consumption measurement techniques and options. Whittier also participated in a webinar exploring the potential of becoming a 2030 District participant to achieve Whittier's goal to reduce its carbon footprint by 10% by 2017.
- **Organizational Sustainability:** The final goal in the Strategic Plan is to assure that the Whittier Alliance is financially sustainable into the future and able to serve the businesses and residents of the Whittier neighborhood. Board members attended a development series at the University of St Thomas School of Business for non-profit organizations. The series laid a foundation for planned giving, endowment planning and other long range public relations and funding development options. All board members took an active part in fundraising with their financial support of the organization and their active roles in soliciting contributions and participation.

**MISSION
STATEMENT**

The Whittier Alliance is dedicated to building a flourishing
and distinctive neighborhood

VISION

A World Class Neighborhood



Whittier Alliance | 10 E 25th St | Mpls, MN 55404
 whittieralliance.org | whittierbusiness.org | 612.871.7756 | info@whittieralliance.org
 marian@whittieralliance.org | abbie@whittieralliance.org | osman@whittieralliance.org
 facebook.com/whittieralliance | @whittierMN

EXHIBIT 4



WHITTIER ALLIANCE
Board of Directors Candidate Registration

Please complete and return this form to the Whittier Alliance office no later than noon, Friday, March 7, 2014.

NAME

RESIDENCE ADDRESS

**WORK / BUSINESS /
PROPERTY ADDRESS**

PHONE ()

-

EMAIL

FAX

()

-

**HOW LONG HAVE YOU BEEN A MEMBER
OF THE WHITTIER ALLIANCE?**

WHY ARE YOU INTERESTED IN SERVING ON THE BOARD OF DIRECTORS?

**WHAT EXPERIENCE/SKILLS/TALENTS DO YOU POSSESS THAT YOU FEEL WOULD BE AN ASSET TO
THE WHITTIER ALLIANCE?**

DESCRIBE HOW YOU HAVE PARTICIPATED IN THE WHITTIER ALLIANCE (volunteering, regular committee attendance, task force participation, etc.):

WHAT ELSE WOULD YOU LIKE TO TELL US ABOUT YOURSELF?

I have read and understand the Whittier Alliance Board of Directors job description and responsibilities. I have participated in Whittier committees or volunteered for neighborhood activities on a regular basis. I give my permission to the Whittier Alliance to display this registration form at the Annual Meeting.

SIGNATURE

DATE

*Members of the Whittier Alliance are eligible for board positions. **YOU ARE A MEMBER OF THE WHITTIER ALLIANCE IF YOU...***

...are a resident of, or

...own a business in or are the appointed representative of a business in, or

...own property in ...THE WHITTIER NEIGHBORHOOD.

Whittier staff use only:

PROOF OF ELIGIBILITY HAS BEEN PROVIDED

DATE

VERIFIED BY

TYPE

**WHITTIER ALLIANCE
BOARD OF DIRECTORS
JOB DESCRIPTION and RESPONSIBILITIES**

PRIMARY RESPONSIBILITIES: Board members are legally, financially, and morally responsible for all activities of the organization. Board members are solely responsible for determining agency policies and monitoring outcomes. Final actions by the board are submitted to the appropriate governing body as an advisory neighborhood position.

Human Resources – Board members have four key responsibilities in this area.

1. Attending all Board meetings and actively participating in at least one committee.
2. Hiring, firing, and ongoing evaluation of the Executive Director.
3. Developing and regularly reviewing Personnel Policies.
4. Setting policy regarding how volunteers should be used, in what areas, and generally how the organization should treat, recognize, and celebrate its volunteers.

Planning – Board members have four key responsibilities in this area.

1. Setting and regularly reviewing the organization's mission/philosophy and goals.
2. Planning for the organization's future, on a long-term and short-term basis.
3. Deciding which services programs the organization provides and prioritizes as part of the planning process.
4. Evaluating the organization's programs and operations on a regular basis.

Finance - Board members have four key responsibilities in this area.

1. Ensuring financial stability and accountability of the organization.
2. Overseeing an ongoing process of budget development, approval and review.
3. Raising funds and ensuring that adequate funds are available to support the organization's policies and programs.
4. Managing and maintaining the organization's properties or investments in the best interest of the organization.

Community Relations - Board members have four key responsibilities in this area.

1. Ensuring that the organization's programs and services positively, equitably and appropriately address community needs.
2. Marketing the organization's services and programs in a coordinated fashion.
3. Providing ongoing public relations, including awareness that Board members are always emissaries of the organization in the community.
4. Considering cooperative action, where appropriate, as there are times when participation in coalitions and partnerships are in the best interest of the organization and the community at large.

Organizational Operations - Board members have four key responsibilities in this area.

1. Assuring that the organization's structure, facilities, resources, and systems are adequate to carry out policies and programs.
2. Assuring that the Board's operations conform to By-Laws, Articles of Incorporation, policies, and mission of organization.
3. Complying with all applicable legal reports, requirements and responsibilities.
4. Maintaining confidentiality where appropriate, avoiding conflicts of interest, and otherwise operating with prudence, diligence, and in good faith.

Time Commitment – Board members should be able to commit to a minimum of five hours monthly

2 hours: Board meeting

2 hours: Committee meetings

2 hours: Additional volunteer time (sub-committees, task forces, and other committee meetings)

Whittier Board Membership

The Whittier neighborhood is on a steady path toward realizing its vision of becoming “A World Class Neighborhood.” This is an exciting and important task and goal. To achieve it we need the help of residents who are committed to the neighborhood, invested in seeing progress and improvements and are willing to share their talent and perspectives as Whittier Alliance board members. It doesn’t take a lot of time but it takes a lot of heart and the ability to see the big picture.

Each year the Whittier Alliance elects 5 board members to serve a 3 year term. The 5 board members join a 10 other board members elected from the neighborhood by the neighborhood. Serving on a neighborhood board is civic involvement at its most grassroots and most impactful level. The stop sign at your corner, the home improvement next door and even the Whittier International Elementary School are examples of Whittier Board involvement, action and decisions. We are asking you to consider running for a seat on the Whittier Alliance board during the March 2014 election.

What is expected of a Whittier Board Member?

The Whittier Board both initiates discussions and projects and acts on decisions that come from the community meetings. These decisions contribute to the livability, the economic and housing vitality of the Whittier neighborhood. We need board members who:

- see long-term benefit in thoughtful consideration of options
- can support and help implement the Strategic Plan
- can critically evaluate a proposal and take an unpopular stand if necessary
- are willing to actively share their talent and working knowledge with the Whittier Alliance organization
- are willing to commit an average of 6-8 hours per month to neighborhood meetings and service
- support and promote the Whittier neighborhood and encourage participation in the neighborhood process and events and be loyal to its vision, activities and decisions.

Ideas and opinions are good but we also need active participation and leadership. The average time commitment per month is about 6-8 hours. Attending Committee and/or Task Force meetings and the Board meeting are basic. Occasional attendance or assistance with planning and implementation of events is expected. Being a neighborhood ambassador to other residents or businesses is also part of the job. All eligible residents, business and property owners are encouraged to consider being on the board. Eligibility is defined in the Whittier By-Laws and Board Application.

We recommend that you begin by learning about the Whittier Alliance and Neighborhood. Schedule an appointment to speak with Whittier Alliance staff and visit the website. A history attending either the Business Assn. or the Community Issues meetings, helping with the Strategic Planning Task forces. This initial participation will introduce you to the broader neighborhood and the issues that are under consideration and will have impact on Whittier.

If you have questions, please contact me or another board member.

Marian Biehn, Exec. Director of the Whittier Alliance. marian@whittieralliance.org

612-871-7756

EXHIBIT 5

OFFICIAL BOARD CANDIDATE BALLOT

Whittier Alliance Annual Meeting March 27, 2014

INSTRUCTIONS: Make an “X” on the line next to the name of each candidate you wish to vote for. You may vote for up to, but not more than, **five (5)** candidates. You may not vote more than once for the same candidate.

INSTRUCCIONES: Marque un “X” en la línea al lado del nombre de cada candidato para quien quiere votar. Puede votar para hasta, pero no más que, **cinco (5)** candidatos. No puede votar más que una vez para el mismo candidato.

TILMAAN: Ku qor calaamadda (X) sanduukha ka soo horjeeda musharaxa aad doonaysid in aad doratid ama codkaaga siisid. Waxaad codkaaga siinkartaa **(5)** musharax oo keliya.

- ___ A. Abdirahman (Abdi) Abdulle
- ___ B. Joseph Amrhein
- ___ C. Matt Brillhart
- ___ D. Grayson Carr
- ___ E. Erica Christ
- ___ F. Mohamud Isse
- ___ G. Christina Le
- ___ H. Zachary Metoyer
- ___ I. Shane Morin
- ___ J. Jesse Oyervides
- ___ K. Felino de la Peña
- ___ L. Anton Schieffer
- ___ M. Natasha Shawver
- ___ N. John Charles Wilson

OFFICIAL BOARD CANDIDATE BALLOT

Whittier Alliance Annual Meeting March 27, 2014

INSTRUCTIONS: Make an “X” on the line next to the name of each candidate you wish to vote for. You may vote for up to, but not more than, **five (5)** candidates. You may not vote more than once for the same candidate.

INSTRUCCIONES: Marque un “X” en la línea al lado del nombre de cada candidato para quien quiere votar. Puede votar para hasta, pero no más que, **cinco (5)** candidatos. No puede votar más que una vez para el mismo candidato.

TILMAAN: Ku qor calaamadda (X) sanduukha ka soo horjeeda musharaxa aad doonaysid in aad doratid ama codkaaga siisid. Waxaad codkaaga siinkartaa **(5)** musharax oo keliya.

- ___ A. Abdirahman (Abdi) Abdulle
- ___ B. Joseph Amrhein
- ___ C. Matt Brillhart
- ___ D. Grayson Carr
- ___ E. Erica Christ
- ___ F. Mohamud Isse
- ___ G. Christina Le
- ___ H. Zachary Metoyer
- ___ I. Shane Morin
- ___ J. Jesse Oyervides
- ___ K. Felino de la Peña
- ___ L. Anton Schieffer
- ___ M. Natasha Shawver
- ___ N. John Charles Wilson



EXHIBIT 6



Whittier Alliance Annual Meeting

Thursday, March 26, 2015 | 5:30 - 8:15 p.m.

*at Whittier International School — enter on West 27th St & Grand Ave
childcare and oral translation available!*

MEETING SCHEDULE

5:30 - 6:30 P.M.

Registration & Social Hour

- * Community resource & information fair
- * Refreshments from AgraCulture & socializing
- * Board candidate overview
- * Learn more about your neighborhood!

6:30 - 8:15 P.M.

Annual Meeting of the Whittier Alliance Neighborhood Association

- * Election of Board Members
- * Presentation of the Good Neighbor & Good Business Awards
- * Review of 2014 neighborhood business & activities
- * NRP fund reallocation

Visit whittieralliance.org for: board candidate bios, NRP fund reallocation recommendations and the current Whittier Alliance By-Laws with membership and voting eligibility requirements.

} attendees must register
and present ID

You are a Member of the Whittier Alliance if:

You live in Whittier or you own property in Whittier or you own a business in Whittier.

To vote: Resident members can verify their voting eligibility at the Annual Meeting by showing a current government issued photo ID with their Whittier address or - a photo ID and one of the following current items with your Whittier address:

- utility bill •bank or payroll statement
- Business and property owners must verify their voting eligibility in advance and in-person at the Whittier Alliance office.

} los asistentes deben inscribirse
y presentan sus identificaciones

Usted es miembro de Whittier Alliance si:

Vive en Whittier o posee una propiedad en Whittier o posee un negocio en Whittier

Para votar: Los residentes miembros pueden verificar su elegibilidad para votar en la reunión anual mostrando una identificación actual del gobierno con fotografía que incluya su dirección de Whittier - o - una identificación con fotografía y un comprobante de su dirección en Whittier como: •factura de servicios públicos •estado de cuenta bancaria •talónario de cheques. Los negocios y dueños de propiedades tienen que verificar su elegibilidad para votar por avanzado y en persona en la oficina de Whittier Alliance.

} isdiwaan galintu waa shardi
la imood aqoonsigaaga

Waxa tahay waax ka mid ah Whittier Alliance hadii

Aad dagantahay Whittier ama handi kuleedahay Whittier ama ganacsi kuleedahay Whittier

Si aad u codeeysid: Fadlan la imoow Kaar aqoonsi oo Dawladu bixisay Ciwaan kaaga & Sawir kaaguna ku yaal ama Kaar sawir kaaga leh & mid kamaida waraaqahan ooy ku qorantahay ciwaan kaaga:
•Bilka korantada •Waraaqaha bangiga ama shaqada.
Mulkiilayaasha ganacsiga & hantida kale waa iney cadeeyaan xaq u lahaanshaddooda iney codeeyaan.

Whittier Happenings

The Whittier Alliance works on behalf of the residents, property owners and businesses of the Whittier neighborhood.

- **Bunny Party and Egg Hunt** | Saturday, April 4 | 10—11:30 a.m. | Whittier Park
Egg hunt, face painting, egg decorating and baskets, tissue paper flowers and spin art. **Free.**
Ages 1-17. Register online: minneapolisparcs.org
- **Business Association Meeting** | Wednesday, April 8 | 4-5:30 p.m. | location TBD
Whittier Business owners meet the 2nd Wednesday of each month to discuss current topics affecting neighborhood businesses. Recommendations and decisions are made to enhance commerce and the commercial corridors. All are welcome. Visit the Whittier Alliance website for meeting information.
- **Community Issues Meeting** | Monday, April 13 | 6-8:30 p.m. | Whittier Park
Be part of the neighborhood discussion and decision-making process. Whittier neighborhood stakeholders meet the 2nd Monday of each month to learn about issues and events that impact residents property and business owners. Get updates from the 5th Precinct, City Council and more.
- **Earth Day Cleanup** | Saturday, April 25 | 9:30 a.m.—noon | Whittier Park
Join this annual event. Clean up what winter has left behind and make Whittier Prettier.
- **May Day Soirée** | Thursday, May 7 | 5:30—8:30 p.m. | Blaisdell Manor
Enjoy an evening of fun while supporting your neighborhood. Delicious appetizers from Whittier restaurants, live entertainment, great silent auction packages a raffle and lively socializing are part of the fun. Tickets can be purchased in advance for \$25 per person.
- **Strategic Plan | 2012—2017**
Implementation of the Whittier Alliance Strategic Plan continues to be a work in progress. Help move this process forward by joining one or more of the task forces:
 - * *Engaging Stakeholders:* Expanding participation and engaging more neighborhood residents in discussions, decisions and events taking place in the neighborhood
 - * *Promoting Historic Preservation:* Helping preserve the unique, historic character of Whittier
 - * *Strengthening the Nicollet Commercial Corridor:* Working to strengthen Nicollet Avenue's vibrant business community.
 - * *Becoming a Model of Neighborhood Environmental Sustainability:* Educating residents and implementing practices that will reduce Whittier's carbon foot print
 - * *Improving Housing Quality and Choice:* Working to expand housing quality and choice
 - * *Ensuring Organizational Sustainability:* Helping maintain a strong and stable organization.
- **Trees Available for \$25** | City of Mpls | call 311 or go to minneapolismn.gov/citytrees
This spring the City of Minneapolis is offering several varieties and sizes of fruit and other trees to Minneapolis residents, businesses and nonprofits. Tree orders will be taken starting at 8 a.m. on March 23 and continue while supplies last — limit of one tree per property up to three properties. Before you dig, contact Gopher One State to locate utilities: go to gopherstateonecall.org or dial 811
- **Whittier Walkers**
Just by walking, the Whittier Walkers help improve neighborhood livability. Join the Walkers and help provide extra eyes and ears for crime prevention and street safety. As a Whittier Walker volunteer, you and a partner will be assigned a shift to stroll the neighborhood and be alert to possible crime or safety issues. Training is provided. You are asked to report suspicious behavior - not intervene.

For information any of the above notices, please contact the Whittier Alliance

schedule

agenda

ajendaha

5:30-6:30 p.m.

Registration | Community Resource Fair

Inscripción | Feria de Recursos Comunitarios

Diwaan galin | Isu imaatin Bulsho

6:30-8:15 p.m.

**Annual Meeting of the Whittier Alliance
Neighborhood Association**

- > Election of Board Members
- > Presentation of the Good Neighbor &
Good Business Awards
- > Review of 2014 neighborhood
business & activities
- > NRP funds reallocation

**Reunión anual de la Asociación vecinal de
Whittier Alliance**

- > Elección de miembros de la Mesa Directiva
- > Presentación de los premios de los vecinos
buenos y de los negocios buenos
- > Revisión de actividades del barrio
del año 2014
- > Reasignación de fondos NRP

**Shirsanadeedka xaafada Whittier Alliance
Neighborhood Association**

- > Doorashada Xubnaha ururka
xaafada maamula
- > Gudoonsiin Abaalmarin Dariska & Ganacsiga
ugu wanaagsan xaafada
- > Dib u'eegid waxyaalihii qabsoomay
sanadkii lasoo dhafay 2014
- > Qoondaynta lacagta Mashruuca NRP

**} attendees must register
and present ID**

You are a Member of the Whittier Alliance if:

You live in Whittier or you own property in Whittier or
you own a business in Whittier.

To vote: Resident members can verify their voting
eligibility at the Annual Meeting by showing a current
government issued photo ID with their Whittier address
or - a photo ID and one of the following current items
with your Whittier address:

- utility bill • bank or payroll statement

Business and property owners must verify their
voting eligibility in advance and in-person at the
Whittier Alliance office.

Read full voter eligibility at whittieralliance.org

**} los asistentes deben inscribirse
y presentan sus identificaciones**

Usted es miembro de Whittier Alliance si:

Vive en Whittier o posee una propiedad en Whittier o
posee un negocio en Whittier

Para votar: Los residentes miembros pueden verificar su
elegibilidad para votar en la reunión anual mostrando una
identificación actual del gobierno con fotografía que
incluya su dirección de Whittier - o - una identificación con
fotografía y un comprobante de su dirección en Whittier
como: • factura de servicios públicos • estado de cuenta
bancaria • talonario de cheques.

Los negocios y dueños de propiedades tienen que
verificar su elegibilidad para votar por avanzado y en
persona en la oficina de Whittier Alliance. Usted puede
leer todos los requerimientos para votar visitando la
pagina de internet: whittieralliance.org

**} isdiwaan galintu waa shardi
la imood aqoonsigaaga**

Waxa tahay waax ka mid ah Whittier Alliance hadii

Aad dagantahay Whittier ama handi kuleedahay
Whittier ama ganacsi kuleedahay Whittier

Si aad u codeeysid: Fadlan la imoow Kaar aqoonsi oo
Dawladu bixisay Ciwaan kaaga & Sawir kaaguna ku yaal
ama Kaar sawir kaaga leh & mid kamada waraaqahan
ooy ku qorantahay ciwaan kaaga:

- Bilka korantada • Waraaqaha bangiga ama shaqada.
- Mulkiilayaasha ganacsiga & hantida kale waa iney
cadeeyaan xaq u lahaanshadoo iney codeeyaan.

EXHIBIT 7

Whittier Alliance By-Law
Articles III & V as pertaining to Membership,
Property & Business Membership & Board Membership
Excerpt from Whittier Alliance By-Law
February 10, 2015

ARTICLE III MEMBERSHIP

Section 1: **Membership** Membership of this corporation is open to everyone who is eighteen (18) years or older; agrees to abide by its Articles of Incorporation and By-Laws, and qualifies under one of the following criterions:

- A. Is a resident of Whittier
- B. owns property in Whittier
- C. owns a business in Whittier

Section 2: **Activating Membership:** Once eligibility for membership is determined as stated in Article III Section 1, and other procedures established by the Whittier Alliance Board of Directors, membership in the corporation is activated by:

Subsection A. Resident: Stopping in person at the Whittier Alliance and being added to the Whittier neighborhood mailing list or signing-in at a Whittier Alliance meeting.

Subsection B. Property Owner and Business Owner: Stopping in person at the Whittier Alliance and being added to the Whittier neighborhood mailing list.

Subsection C. Activating membership does not automatically include member voting rights as specified in Article III Section 3.

Section 3: **Establishing Member Voting Eligibility** All members, as specified in Article III Section1, who have activated their membership as specified in Article III Section 2, who wish to vote at any Whittier Alliance meeting must provide proof of membership eligibility. Only one (1) vote per member is permitted. Although a member may meet more than one membership criterion or own more than one business or property, that member receives one (1) vote only.

Subsection A. Resident: Acceptable proofs of eligibility include:

1. A current state issued driver's license or current government or state issued ID card or student ID that contains a photo of the person wishing to vote, with the Whittier address of the resident.
2. If the address is not listed on the photo ID card or does not match the resident's address, proof can be established by providing a current utility bill, a current payroll statement, or a current bank statement that contains the residents name and Whittier address and a photo ID.

Subsection B. Property: Each Whittier property owner has one (1) vote regardless of the number of properties, businesses or corporations they own in Whittier. Steps to establish voting eligibility and the acceptable proofs of eligibility include:

1. The property owner must pre-register and qualify the property by appearing in person at the Whittier Alliance, presenting a current state issued photo ID and a current

utility bill, or a current bank Statement, or a current mortgage payment statement or a current property tax statement, each of which must list the property owner's name and the property address in Whittier. If the property owner's name is not listed in any such documents, then a copy of the articles of incorporation of the entity owning the property must be presented.

2. A representative may be appointed per Article III Section 3 Subsection D.

Subsection C. Business: Each Whittier business owner, for-profit and non-profit, has only one (1) vote regardless of the number of businesses, properties or corporations owned in Whittier. Steps to establish voting eligibility and the acceptable proofs of eligibility include:

1. The owner of the business must pre-register and qualify the organization by appearing in person at the Whittier Alliance to provide proof of ownership by presenting a current state issued photo ID and a copy of the business license, a copy of a current utility bill or a current bank statement which includes the owner's name and business name to prove that the organization is located in Whittier. If the business owner's name is not listed in any such documents then a copy of the articles of incorporation of the business must also be presented.
2. A representative may be appointed per Article III Section 3 Subsection D
3. Establishing voter eligibility also establishes membership in the Whittier Alliance Business Association

Subsection D. Appointed Representative: A property owner, a business owner, for-profit and non-profit, that has demonstrated eligibility following Article III, Section 3, Subsection B and C, may appoint one (1) and only one (1) representative regardless of the number or type of businesses, properties or corporations owned in Whittier. The representative's documentation must be validated. Steps to establish appointed representative (non-owner) voting eligibility and the acceptable proofs of eligibility include:

1. The appointed representative must stop in person at the Whittier Alliance to provide a current state issued driver's license or current state ID card that contains a photo of the representative.
2. The appointed representative must provide a letter on corporate letterhead, signed by the owner or managing director, authorizing the named representative to vote on behalf of the business or organization.
3. To be eligible, a representative must be employed by the business and provide current proof of employment from the property or the business owner.
4. By appointing a representative the property owner and the for-profit and non-profit business owner, including those who have multiple holdings in the Whittier neighborhood, surrender their own right to vote.
5. Proof of eligibility will be reviewed by the Board of Directors at the next regularly scheduled board meeting.

Section 4: Member Master Voting List A list of Resident membership of Whittier residents, who have previously established the right to vote per Article III Section 3, will be kept at the Whittier Alliance and brought to meetings. A resident voting member who is on the master list only needs to bring their photo ID containing their Whittier address to a meeting. A list of previously established property and business members will be kept at the Whittier Alliance and brought to meetings.

Section 5: Members' Rights Members' right to vote per membership:

Subsection A. Resident: Once voter eligibility is established, per Article III Section 3 Subsection A, rights of members may be exercised immediately. Membership includes the right to vote at Whittier Alliance Acting Committee Meetings, the Annual Meeting, Special Meetings of the membership, and the election of At-Large board members. Residents may not elect business representatives to the board of Directors.

Subsection B. Property: Once voter eligibility is established, per Article III Section 3 Subsection B and D, rights of members may be exercised immediately. Membership includes the right to vote at Whittier Alliance Acting Committee Meetings, the Annual Meeting and Special Meetings of the membership, and the election of At-Large board members at the Annual Meeting. Property owners may not elect business representatives to the board of Directors.

Subsection C. Business: Once voter eligibility is established, per Article III Section 3 Subsections C and D, and due diligence is completed rights of members may be exercised upon receipt of letter from the Whittier Alliance confirming membership. Confirmation letter must be presented at all meetings where official Whittier Alliance business is conducted. Membership includes the right to vote at Whittier Alliance Acting Committee Meetings, the Annual Meeting and Special Meetings of the membership and the election of eligible business voting members to the Board of Directors at the Business Association meeting. Business members may not elect At-Large board members.

All members have the "right to voice" at any Whittier meeting.

Section 6: Membership Transfer No member may transfer his or her membership or any rights arising there from other than as specified in Article III, Sec. 3. Subsection D.

Section 7: Member Dues No dues will be required for membership.

Section 8: Termination of Membership Membership ceases when the member no longer lives, owns property or a business in Whittier or is no longer an eligible appointed representative.

ARTICLE V BOARD OF DIRECTORS

Section 1. Duties and General Powers The business and property of the Corporation shall be managed and controlled by the Board of Directors. The Board shall conduct meetings, transact the business, manage the affairs and determine strategic planning and policy for the Corporation
The director's duty is a duty of care, a duty of loyalty and a duty of obedience. The duty of care requires the director to exercise the skill and care that a reasonable person would use under similar circumstances. The duty of loyalty requires directors to place loyalty to the corporation above other interests and associations. Directors must disclose any potential conflicts of interest, and recuse themselves from debate or votes when an actual or perceived conflict exists. The duty of obedience requires directors to act in accordance with the organization's

articles of incorporation, By-Laws and other governing documents, as well as all applicable laws and regulations.

The duties of the Board of Directors shall include but not be limited to:

- A. Governing the organization by establishing broad policies and objectives
- B. Hiring, setting compensation and reviewing the performance of the executive director
- C. Financial oversight of the corporation
- D. Approving annual budget of the corporation
- E. Representing the interests of the corporation in all such duties and responsibilities as needed to support the health of the corporation as deemed to be in the best interest of the corporation.

The board shall exercise all such powers subject to the provisions of the Articles of Incorporation, these By-Laws and all applicable laws, and with fiduciary responsibility to the Corporation and its membership.

Section 2. Qualifications Each At-Large director on the Board of Directors must:

- A. be an eligible voting member for at least six months prior to date of application or appointment
- B. be able to demonstrate current and ongoing participation with the Whittier Alliance
- C. be able to demonstrate attendance at Whittier Alliance sponsored meetings or task forces within the current year
- D. support the aims and purposes of the corporation as per Article II
- E. agree to abide by its Articles of Incorporation and By-Laws
- F. not have committed an act of malice or defamation against the Whittier Alliance or any member of the Board of Directors or otherwise disrupt the aims and purposes of the corporation.

Section 3. Number and Composition The Board of Directors shall be composed of the following:

- 1. Fifteen (15) directors elected at-large.
- 2. The Chair of each recognized Board Acting Committee who is elected in accordance with Article VIII, Section 3, Subsection B of these By-Laws, shall automatically become a director, if not already elected otherwise.
- 3. Four (4) representatives from the Whittier Business Association. No more than two (2) from the for-profit sector and no more than two (2) from the non-profit sector.
- 4. Representatives will be elected at the first Business Association meeting immediately after the Annual Meeting

EXHIBIT 8

OFFICIAL BOARD CANDIDATE BALLOT
Whittier Alliance Annual Meeting
March 26, 2015

INSTRUCTIONS: Make an "X" on the line next to the name of each candidate you wish to vote for. You may vote for up to, but not more than, **five (5)** candidates. You may not vote more than once for the same candidate.

INSTRUCCIONES: Marque un "X" en la línea al lado del nombre de cada candidato para quien quiere votar. Puede votar para hasta, pero no más que, **cinco (5)** candidatos. No puede votar más que una vez para el mismo candidato.

TILMAAN: Ku qor calaamadda (X) sanduukha ka soo horjeeda musharaxa aad doonaysid in aad doratid ama codkaaga siisid. Waxaad codkaaga siinkartaa **(5)** musharax oo keliya.

- _____ **A. Laura Jean**
- _____ **B. Mike O'Dell**
- _____ **C. Jesse Oyervides**
- _____ **D. Erin Sjoquist**
- _____ **E. Kenya Weathers**

OFFICIAL BOARD CANDIDATE BALLOT
Whittier Alliance Annual Meeting
March 26, 2015

INSTRUCTIONS: Make an "X" on the line next to the name of each candidate you wish to vote for. You may vote for up to, but not more than, **five (5)** candidates. You may not vote more than once for the same candidate.

INSTRUCCIONES: Marque un "X" en la línea al lado del nombre de cada candidato para quien quiere votar. Puede votar para hasta, pero no más que, **cinco (5)** candidatos. No puede votar más que una vez para el mismo candidato.

TILMAAN: Ku qor calaamadda (X) sanduukha ka soo horjeeda musharaxa aad doonaysid in aad doratid ama codkaaga siisid. Waxaad codkaaga siinkartaa **(5)** musharax oo keliya.

- _____ **A. Laura Jean**
- _____ **B. Mike O'Dell**
- _____ **C. Jesse Oyervides**
- _____ **D. Erin Sjoquist**
- _____ **E. Kenya Weathers**



EXHIBIT 9

Last 1	First 1	Business / Organization Name
Abbey	Ross	
Abdulle	Abdirahman	
Abdulle Ali	Sadiq	
Abu	Sheikh	
Abu-Hamdeh	Sharif	
Adan	Halimo	
Adelman	Eli	
Ady	Kayla Juanita	
Ahmed	Ahmed Mohamed	
Ahmed	Hamdi	
Ahmed	Sainab	
Ahmed	Osman	
Ahmed	Samaya	Muna K
Ahmed	Osman	
Amrhein	Joseph	
Anderson	Kris	
Andreev	Sasha	
Arambadjis	Aris	It's Greek To Me
Arambadjis	Denise	It's Greek To Me
Arnold	Kevin G.	
Aronsen	Leif	P & P Partners
Aronsen	Patricia	
Artley	Scott	
Bagley	David	
Baillie	Craig	Brave New Media
Barkawi	Lana	
Barthelemy	Matt	
Basey	Fadumo	
Bayer	Hodun	
Bernin	Linda	
Bessard	Gil	Tasks Unlimited
Biehn	Don	Rental Prop Owner
Birch	Arwyn	
Bissen	Tom	
Bjorling	Chris	Copper Hen
Bjorling	Daneille	
Blanski	Bill	Bus Property Owner
Brady	David	

Last 1	First 1	Business / Organization Name
Brady	Daniel	
Brannon	Russell	Lucky Dog Pet Care
Brenner	Regina	
Bromelkamp	Henry	Bromelkamp & Company
Bross-White	Allison	B-resale
Burrows	Kyle	
Calhoun	Delroy	
Campbell	Nicole	
Carr	Grayson	
Carrow	Chris	
Caskey	Kathryn	
Champe	John	Rental Prop Owner
Christ	Erich	Black Forest Inn
Christ	Joanne	Black Forest Inn
Christ	Erica	
Christ	Gina	
Chu	Lori	
Cohen	Andy	The Bad Waitress
Covart	Keith	Electric Fetus
Cowmeadow	Jeff	Calvary Baptist Church
Cram	Heather	
Crow	Jerry	
Dahl	Andrea	
Dahlstrom	Bobbi	
Darst	Wendy	
Davis	Joseph	
Davis	Elizabeth	Rental Prop Owner
Davis	Rob	Pioneer PR
Davis	Don	
de la Peña	Felino	
De La Rosa	Nadia	
DeKrey	Kathy	
Demmaj	Ibrahim	GL Furniture
Diriye	Wakaue Farah	
Doherty	Anna	
Dombouy	Gary	
Dougherty	Mark	
Eloni	Ladan	

Last 1	First 1	Business / Organization Name
Ely	Kevin	
Erofeeva	Elena	
Evans	Raymond	Hamdi Coffee
Evensen	Kieran	
Fairfield	Elizabeth	
Farwell	Lisa	
Fischer	Ryan R	Uptown Healing Clinic
Fitzgerald	Patricia	
Fonaas	Jill V	
Foster	Brian	
FOX	TERESA M	Glam Doll Donuts
Freed	Christopher	
Furuseth	Aaron	
Galasso	Giovanni	
Galasso	Megan	
Gatling	Colin	
GAZCA	MARY	
Gemereux	Craig	
George	Tom	
Goldberg	Carolyn	
Goldberg	Brian	
Goodspeed	Sarah	
Gorney	Diane	
Greenlee	Verne K.	
Gryniewski	Joel	Greater Goods
Gryniewski	Lauren	Greater Goods
Gumingo	Lisa	
Guse	Mel	
Guse	Ky	Gyst Fermentation Bar
Guwen	Charles	
Hakimi	Ramin	Oscar Auto Body
Hansen	Charlie	
Harlan-Marks	Tim	
Harmon	Matthew J	
Hashi	Abdulkadir	A&H Accounting & Tax Svc
HASSAN	OMAR B	
Hassan	Aamin	
Hassan	Mohamed	

Last 1	First 1	Business / Organization Name
Hayes	John	
Herman	Tamar	
Hetzer	Edward James	
Hill	Jessie	
Hoffman	Brian	
Hoffman	Pahoua	
Hoffman	Avis	
Hoffman	Avis	
Hoffman	Chris	
Horan	Paula	
Hull	Amanda	
Hung	Duong	Truong Thanh Market
Hussein	Amina	
Irgens	Ted	
Issak	Nasro & Aydiid	
Issak	Hani	
Isse	Mohamed	Uruba Coffee
Jablonsky	Paul	Loring & Nicollet Car Wash Co
Jama	Abadir	
Jean	Laura	
Johnston	Jasha	Nightingale Restaurant
Johnston	Gerald B	
Jones	Steve	
Jumale	Mustafa	
Jursik	Anna	
Kader	Jen	
Kader	Justin	
Kahie	Halimo	
Kalhin	Maxamuud	
Kauppi	Daniel	
Kelley	Raewyn	
Kemp	Geoffrey	
Kendall	Marcella	
Khoury	Aron	
Klement	Lee	
Koza	Chris	
Krause-Johnson	Joanna	
Kreibich	Josh	

Last 1	First 1	Business / Organization Name
Kreibich	Willow	
Kronzer	Ryan	
La Violette	Dave	
Laden	Shaun	
Largen	Dan	Mint Properties
Larson	Emily	Wedge Community Co-op
Lassig	Craig	
Lauer	Anna	
Lavelle	Andrew	
Lavin	Rosemary	
Le	Binh	Lake Wine & Cheese
Le	Christina	Property Owner
Legge	Lisa	
Levine	Jessica	
Levy	Eric	
Lindstrom	Marilyn	
Listopad	Marie E	
Liu	Mien	
Lovett	Tim	
Ludack	Barb	
Ludeman	Larry	Ludeman Real Estate
Lundeen	Bruce	
Mack	Valerie	
Mahoney	Brooks	
Mahoney	Mark	
Malone	Michael	
Martin	Linda M.	
Martinez	Erendira	
Maruf	Hani Sharif	
Mathieu	Elliot	
Mathison	Peter	
May	Ben	
McCabe	Carrie	Nightingale Restaurant
McDill	Mary	
McDill	Dana	
McLaughlin	Wade	
Meinert	James	
Metoyer	Zachary	

Last 1	First 1	Business / Organization Name
Meyerring	Stephanie	Electric Fetus
Meyers	Rhonda	
Milligan	Michael	
Minard	Kelly	
Moallin	Abdi	
Moe	Diane	Whittier Community Center
Moeller	Amanda	
Mohamed	Abdikadin Hassan	
Mohamed Gelle	Hodan	
Mohmaud	Sahra	
Moreno	Donna	
Morin	Shane	
Muse	Shamso	
Muse	Nasro	
Muse	Abdirahman	Mayor Hodges Aide
Musicant	Max	
Musumeci	Jo Ann	
Myers	Stephen	
Nagel	Jen	SpringHouse Ministry Center
Nason	Chantal	Golden Living Center/Chateau
Nelson	Jeff	
Nelson	Kurt	
NICHOLS	WILLIAM	
Nur	Ambara	
Nur	Yunis	Qoraxlow Restaurant
O'Dell	Mike	Lucky Dog Pet Care
O'Donnell	Kathleen	
Onstad	Ryan	Golden Living Center/Chateau
Oyervides	Jesse	
Perez	Kendra	
Phommasak	Michael	
Phommasak	Amphaphone	
Popowski	Christine	
Rabkin	Jeff	
Rastetter	Nate	
Ries	Nickolas W	
Ringgenberg	Alyssa	
Roberts	Thomas	

Last 1	First 1	Business / Organization Name
Rogers	Daniel	
Ross	Max	
Ruiz	Julieta	
Sabri	Basim	Property Owner
Said	Said A	
Saito	Becky	
Sanderson	Larry	
Scarlet	Dana	
Schaeppi	Bradley	Rental Prop Owner
Schieffer	Anton	
Schmidt	Greg	
Schroth	David	
Shulenberg	Martin	
Scofield	Susan	
Seir	John	
Seman	Hussein	
Shawver	Natascha	
Shulman	Dan	
Shulman	Margaret	
Siler	Tom	
Simmons	Ruby	
Simmons	Jesse	
Sjoquist	Erin	
Skallerup	Tod	
Smith	Paul	
Smith	Scott	
Smyth	Lisa	
Solis	Rosa E	
Stanhill	Colin	
Stellmach	Caleb	
Stewart	Marti	City of Lakes Waldorf School
Stich	Glenn T.	
Stodolka	Rita	
Stodolka	Steven	
Stromberg	Daphna	
Sudi	Nurto	
Taylor	Aaron	
Thomas	Steven	

Last 1	First 1	Business / Organization Name
Thomason	Osla	
Tomporowski	David	
Tucker	Jason	
Urur	Fatumo	
Utecht	Brad	
Vandenbussche	Grant	
Vandenbussche	Brett	
Vorderbruggen	Joan	
Wadi	Saed	World Street Kitchen
WAIDOW	MOHAMED	
Warsame	Hassan	BP Petroleum
Warsame	Zaynab J	
Warsame	Sadiyo	Tayo Daycare
Washington	Darrell	
Weathers	Kenya	
Will	Paulette	
Wilson	John Charles	
Winchester	Slade	
Winchester	Michelle	
Woldorsky	Rochelle	
Wong	Tammy	Rainbow Chinese Restaurant
Wong	Cynthia	
Wood	Katherine	
Worden	Bernadette "Alice"	
Wrayge	James	
Yehle	Ralph	
Yusuf	Ahiso	
Zinken	Karrie	
Zweifel	Johann	
Zwickey	Corinne	

EXHIBIT 10

January 29, 2014

Zachary Metoyer
2848 Pleasant Ave S, Apt #419
Minneapolis, MN 55408

Dear Zachary,

This is a respectful reminder of the Whittier Alliance By-Laws, Article V, Section 7, Subsection B - Removal for Absences:

“Any Director shall be removed automatically from office if he or she has missed three (3) Board meetings during a one-year period. A Director so removed may appeal to the Secretary of the Board. This appeal must be received by the Board Secretary ten (10) days before the next regularly scheduled meeting after the third absence; the board may then reinstate the director by a majority vote. After reinstatement, the reinstated director will be allowed 1 additional absence until the next annual meeting or he/she shall be removed from office.”

This letter is to inform you that, in accordance with our by-laws, due to two (2) additional board meeting absences (Nov. 21, 2013 and Jan. 23, 2014) after being reinstated (in absentia, Nov. 21, 2013), you are removed from the board.

Thank you for your dedication and support of the Whittier Alliance and the Whittier neighborhood.

Sincerely,

Marian Biehn
Executive Director

EXHIBIT 11

August 5, 2013

Zachary Metoyer
2848 Pleasant Ave S.
Apt # 419
Minneapolis, MN 55408

Dear Zachary,

This is a friendly reminder for you: You have missed two Whittier Alliance Board Meetings (June 27 & July 25, 2013) since the April 2013 Annual Meeting.

Per the Whittier Alliance By-Laws, Article V, Section 7, Subsection B - Removal For Absences:

“Any Director shall be removed automatically from office if he or she has missed three (3) Board meetings during a one-year period. A Director so removed may appeal to the Secretary of the Board. This appeal must be received by the Board Secretary ten (10) days before the next regularly scheduled meeting after the third absence; the board may then reinstate the director by a majority vote.”

If you know you will miss a third Board meeting, you may contact me and request to be reinstated at that third missed meeting. If you have any questions, or if our records are not correct, let me know. The next Board of Directors meeting will be held August 22, 2013 at the Whittier Park Recreation Center.

Thank you for your dedication and support of the Whittier Neighborhood and the Whittier Alliance.

Sincerely,

Marian Biehn
Whittier Alliance, Executive Director

EXHIBIT 12

November 9, 2013

Zachary Metoyer
2848 Pleasant Ave S., Apt #419
Minneapolis, MN 55408

Dear Zachary,

This is a respectful reminder of the Whittier Alliance By-Laws, Article V, Section 7, Subsection B - Removal For Absences:

“Any Director shall be removed automatically from office if he or she has missed three (3) Board meetings during a one-year period. A Director so removed may appeal to the Secretary of the Board. This appeal must be received by the Board Secretary ten (10) days before the next regularly scheduled meeting after the third absence; the board may then reinstate the director by a majority vote.”

This letter is to formally remove you as a director from the Whittier Alliance due to three (3) board meeting absences in a one-year period since the April 2013 Annual Meeting: June 27th 2013, July 25, 2013 & October 24, 2013.

The next scheduled Board Meeting is Monday, November 25, 2013 at Whittier Park. If our records are not correct—or if you have any questions about the requirements for reinstatement—please call us at 612-871-7756.

Thank you for your dedication and support of the Whittier Alliance and the Whittier neighborhood.

Sincerely,

Marian Biehn
Executive Director

EXHIBIT 13

WHITTIER ALLIANCE
By-Laws
Approved March 30, 1995
Revised & Approved November 29, 2001
Updated & Approved March 30, 2006

ARTICLE I NAME

- Section 1.** The name of the corporation shall be the Whittier Alliance. All references to the Corporation shall refer to the Whittier Alliance and its Membership.
- Section 2.** The Whittier Neighborhood is geographically defined as bounded by Franklin Avenue on the north, Interstate 35W on the east, Lyndale Avenue South on the west, and Lake Street on the south, in the City of Minneapolis.

ARTICLE II PURPOSE

- Section 1.** The Mission of the Whittier Alliance is to ensure safety and livability by facilitating, advocating and leading the diverse voices of the Whittier Neighborhood.
- Section 2.** The Vision of the Whittier Alliance is to mobilize the human and financial resources, information, and technical assistance necessary to effectively provide leadership to organize and implement a base of operation for citizen participation.
- Section 3.** The Whittier Alliance is organized to advocate and provide education and resources to promote the welfare of the Whittier Neighborhood

ARTICLE III MEMBERSHIP

- Section 1.** **General Membership** of this corporation is open to everyone who:
- A. Is eighteen (18) years or older; and
 - B. Resides, owns property, or owns or represents a for profit or non-profit business (1 representative per business) in the Whittier Neighborhood, and;
 - C. Supports the aims and purposes of the Corporation as per Article II, and;
 - D. Agrees to abide by its Articles of Incorporation and By-Laws.
- Section 2:** **Activating Membership:** Members of the Corporation are admitted to the organization by express or implied consent by:
- A. Signing in at any meeting of the Membership, or
 - B. Calling the neighborhood organization to request information, or

Whittier Alliance By-Law

- C. Making a contribution to the organization, or
- D. Receiving a mailing from the Corporation.

Section 3. Voting Rights of Membership All members, as specified in Article III Sec. 1, who wish to vote at any Whittier Alliance meeting must provide proof of membership by providing:

A. Resident: A state issued drivers license or state ID card that contains a photo of the person wishing to vote and states the Whittier address of the resident. If the address on the ID card does not match the resident's address, proof can be determined by a current utility bill or payroll statement with a Whittier address and the photo ID.

B. Property Owner: A state issued photo ID and a current utility bill as above, or a current property tax statement with the property owner name and the Whittier property address.

C. Business Owner: Each Whittier for-profit or non-profit business has one (1) vote. The business or appointed representative of the business must provide proof that the business is located in Whittier by presenting a copy of the business location in Whittier, by presenting a copy of the business license, a copy of a current utility bill as above, a listing in the current Minneapolis Phone book or a listing in the current Whittier Business directory.

The appointed representative (non-owner) must provide a letter on corporate letterhead, signed by the owner or managing director, authorizing him or her as the representative of the business or organization with the right to vote on behalf of the business or organization.

Section 4. Member Master List A list of members, who have previously established the right to vote per Article III Section 3, will be kept at the Whittier Alliance office and brought to meetings. Once a member is on the master list they only need to bring their ID to a meeting. The list will be renewed each year commencing with the Annual Meeting.

Section 5. Members' Rights Rights of members may be exercised immediately. All members have the "right to voice" at any Whittier meeting.

Section 6. Member Transfer No member may transfer his or her membership or any rights arising there from other than as specified in Article III, Sec. 3. C.

Section 7. Member Dues No dues will be required for membership.

Section 8. Termination of Membership Membership ceases when the member no longer lives, owns property or a business or is a representative of a business in Whittier.

Whittier Alliance By-Law

ARTICLE IV MEETINGS OF THE MEMBERSHIP

Section 1. Signing In: Attendees at all Whittier Alliance meetings must sign in.

Section 2. Types of Meetings:

A. Acting Committee Meetings: Regularly scheduled meeting of the committees established by the Whittier Alliance at the Annual Meeting are open to the membership. At least 5 eligible members of the Corporation must be present in order to vote on issues at a regular meeting.

B. Annual Meeting: An annual meeting of the members shall be held during March or April of each year at the time and place set by the Board of Directors. A quorum at the annual meeting for the transaction of business shall consist of fifty (50) members whose voting eligibility has been verified. Each eligible voting member may vote only once per nominated candidate per ballot in an election.

At such time during the Annual Meeting:

1. The board officers and committee chairs shall present reports of the activities and financial condition of the Corporation
2. Directors shall be elected
3. Acting Committees of the Board shall be established
4. Other membership business may be transacted.

C. Special Meetings: Special meetings of the members may be called at any time by majority vote of the Board of Directors, or upon written request to the Chair of the Board of Directors by fifty (50) members, whose membership can be verified, and whose call shall state the purpose of the meeting.

Section 3. Notice Notice of any meeting of the general membership shall be given in writing to members at least fifteen (15) days, but no more than thirty (30) days, prior to the meeting and shall specify the time, place and agenda of the meeting. Public notice may include any or all of the following: an advertisement placed in a newspaper serving the Whittier neighborhood, a mailing, fliers or electronic posting in a good faith effort to notify the Whittier neighborhood.

Section 4. Place of Meeting Meetings of the membership shall be held at any handicap accessible location within the Whittier Neighborhood designated by the Board of Directors.

Section 5. Voting and Proxies

A. Passage of a motion or resolution at all meetings shall require the vote of a majority of the eligible voting members present at the meeting unless otherwise required by these by-laws or by law.

B. Voting cards may be used at meetings. Written ballots will be used upon request by any member.

Whittier Alliance By-Law

C. Proxies are prohibited.

Section 6. Grievance Procedure The Board of Directors shall maintain a grievance procedure to resolve all non-personnel related grievances of the membership.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers The business and property of the Corporation shall be managed and controlled by the Board of Directors. The Board shall conduct meetings, transact the business, manage the affairs and determine strategic planning and policy for the Corporation. It shall exercise all such powers subject to the provisions of the Articles of Incorporation, these By-Laws and all applicable laws, and with fiduciary responsibility to the Corporation and its membership.

Section 2. Qualifications Each director on the Board of Directors shall be a member of this corporation, per Article III, Section I.

Section 3. Number The Board of Directors shall be composed of the following:

1. No more than fifteen (15) directors elected at-large.
2. The Chair of each recognized Board Acting Committee who is elected in accordance with Article VIII, Section 2, Subsection B of these By-Laws, shall automatically become a director, if not already elected otherwise.
3. No more than two (2) representatives elected at the first Business Association meeting immediately after the Annual Meeting from each of the following:
 - A. The Whittier Business Association for-profit sector.
 - B. The Whittier Business Association non-profit sector.

Section 4. Elections

Subsection A. Nominations Any member of the Corporation may become a candidate for Director by being recruited by the nominations committee as designated in Article VIII Section 6 or by submitting a nomination in a time and manner established by the Board of Directors prior to the Annual Meeting or prior to a Special Meeting called for the purpose of a special election. The Board of Directors shall receive these nominations, determine that they are eligible to serve, and shall establish a ballot of all eligible candidates. Nominations shall be in writing and must include: candidates name, address and proof of eligibility for this position. Nominations will not be taken from the floor.

Section 5. Tenure All board terms are staggered. The fifteen (15) at-large directors shall be elected to serve three (3) year staggered terms. The five (5) candidates receiving the greatest number of votes at each annual meeting shall serve as directors.

- A.** Five (5) directors shall be elected for three (3) year terms at each annual meeting.
- B.** The Chair of each recognized Board Acting committee, who has been elected in accordance with Article VIII, Section 3, Subsection B, shall remain on the Board only as long as they maintain the committee chair.

Whittier Alliance By-Law

- C. Those elected as Business Association Representatives are elected for a one (1) year term at the first Business Association meeting following the Annual Meeting.

Section 6. Compensation Directors shall receive no compensation for their services as directors. No director shall receive payment or compensation when he or she renders administrative, professional or any other bona fide services to the Corporation

- A. Directors may be reimbursed for reasonable out-of-pocket expenses incurred as a director with prior approval of the Board Finance Committee.
- B. To avoid any direct or indirect guiding of public and/or Corporate policy and in any appearance of self interest, directors shall neither seek employment or contracts with the Whittier Alliance for one year following service as a director unless approved by two-thirds (2/3) of the directors present.

Section 7. Removal of Directors

Subsection A. Automatic Removal Any Director shall be automatically removed if found to no longer be a member of the Corporation.

Subsection B. Removal for Absences Any Director shall be removed automatically from office if he or she has missed three (3) Board meetings during a one-year period from the first board meeting after the annual meeting. An absence will be recorded if a director misses 1/3 of the board meeting. A Director so removed may appeal in writing to the Secretary of the Board. This appeal must be received by the Board Secretary ten (10) days before the next regularly scheduled meeting after the third absence; the board may then reinstate the director by a majority vote. After reinstatement, the reinstated director will be allowed 1 additional absence until the next annual meeting or he/she shall be removed from office.

Subsection C. Removal By Board Action Any Director may be removed from office, with or without cause, by a two-thirds (2/3) vote of the entire membership of the board at a regular meeting or special meeting of the board called for that purpose. The Director must receive, at least fifteen (15) days prior to the meeting, written notification of such action and the right to be heard thereon.

Subsection D. Removal Notification The Board of Directors shall notify in writing to the director's last known address that the director has been removed under provisions of Article V, Section 7.

Section 8. Resignation A Board member may resign at any time by giving notice in writing. Such resignation is effective immediately upon receipt unless specified in the Director's letter.

Section 9. Vacancies In the event of a board member vacancy due to death, resignation, or removal of any director, the Board may elect a successor from the same category per Article V, Section 3, to fill the vacancy for the remaining portion of the term.

Whittier Alliance By-Law

Criteria for filling vacancies may include, but are not limited to, candidates who received votes for director at the preceding annual meeting, neighborhood members who regularly attend board, committee and/or task force meetings.

Article VI MEETINGS OF THE BOARD OF DIRECTORS

Section 1. REGULAR MEETINGS The Board of Directors shall meet monthly at least eleven (11) times per calendar year. One of these meetings shall coincide with the Annual Meeting of the Membership in March or April. These regular meetings shall be held at such time and place within the Whittier Neighborhood that is handicapped accessible as fixed by resolution of the Board of Directors.

Section 2 ANNUAL MEETING The Board of Directors shall convene an annual meeting of the membership in March or April of each year.

Section 3. SPECIAL MEETINGS Special meetings may be called by the Chair of the Board of Directors, or upon request of the majority of the Directors, or by a majority of the members of the Executive Committee.

Section 4. NOTICE Written (e.g. electronic, US postal service, board agenda) notice of regular meetings shall be distributed to all directors at least five (5) days prior and no more than thirty (30) days prior to the meeting. Written notice of any special meeting shall be distributed to all directors and be given at least forty-eight (48) hours in advance of such meeting. Required notice of any meeting may be waived by any director before or after a meeting. Appearance at any meeting by a director shall be deemed a waiver of such required notice.

Section 5. QUORUM A quorum for the transaction of business shall consist of one-half (1/2) of the Directors. Quorum need not be maintained for the duration of the meeting in order to conduct business.

Section 6. VOTING After quorum has been established, passage of a motion or resolution shall require a vote of a majority of the directors present at the meeting.

ARTICLE VII OFFICERS OF THE BOARD

Section 1. OFFICERS The officers of the Corporation shall consist of the Chair, the Vice Chair, the Secretary and the Treasurer. Except as provided in these By-Laws, the Board of Directors shall fix the powers and duties of all officers. No person may hold two offices at the same time.

Section 2. ELECTIONS The Board shall elect officers from among its directors at the first Board meeting following the Annual Meeting. The officers shall serve one (1) year through the next Annual Meeting, or until their earlier resignation, removal from office, or loss of membership in the Alliance. Officers elected mid-term shall serve the remainder of the term through the next Annual Meeting.

Whittier Alliance By-Law

Section 3. REMOVAL Any officer may be removed from office, with or without cause, at any meeting of the Board by a majority vote of the directors present at the meeting. The officer shall receive written notice 15 days prior that such an action is pending and has the right to be heard thereon.

Section 4. VACANCIES In the event of a vacancy due to the death, resignation, or removal of any officer, the Board shall elect another Director as successor to fill the vacancy for the remaining portion of the term.

Section 5. CHAIR The Chair shall schedule and preside at all meetings of the Board of Directors and of the Membership. The Chair shall be considered "President" of the Corporation for the sole purpose of carrying out the duties of signatory agent and may execute documents on behalf of the Corporation. The Chair shall be entitled to vote on all matters before the Board in the same manner as any other director. The Chair shall perform all duties usually pertaining to that office and such other duties as the Board may prescribe. The Chair shall be the spokesperson for the Corporation unless otherwise noted.

Section 6. VICE-CHAIR The Vice Chair shall perform the duties of the Chair in the absence of the Chair. The Vice-Chair shall perform such duties as may from time to time be prescribed by the Board.

Section 7. SECRETARY The Secretary shall be secretary of the meetings of the Board of Directors and of the Membership, and shall see that a correct record of all proceedings of the meetings of the Board of Directors and of the Membership is kept in the appropriate minute book of the Corporation. As may be necessary, the Secretary shall sign and execute such documents for the transaction of business by the Corporation. The Secretary shall perform such other duties as may from time to time be prescribed by the Board of Directors.

Section 8. TREASURER The Treasurer shall cause to be kept accurate accounts of all monies of the Corporation received or disbursed and shall present to the Board of Directors, whenever required, an account of the financial condition of the Corporation. The Treasurer shall perform such other duties as may from time to time be prescribed by the Board of Directors.

ARTICLE VIII COMMITTEES OF THE BOARD

Section 1. EXECUTIVE COMMITTEE The Executive Committee shall consist of the four (4) officers per Article VII, Section 1. The Executive Committee shall meet as needed or by majority vote of the Executive Committee. The Executive Committee shall perform the emergency and predesignated functions of the Board of Directors in the interim between board meetings subject to ratification by the board. The Executive Committee shall set the board meeting agenda and make recommendations to the Board in the areas of administrative policy.

Section 2. FINANCE COMMITTEE The Finance Committee shall report to the Board on the financial health and fundraising efforts of the Corporation. The Treasurer

Whittier Alliance By-Law

shall be the Chair of this committee.

Section 3. ACTING COMMITTEES

Subsection A. At the Annual Meeting the Membership of the Corporation shall adopt by a majority vote, upon recommendation of the Board, the committees to be recognized as Acting Committees for the following year.

Subsection B. Acting Committee membership shall be open to all Members of the Corporation. The Acting Committees shall meet regularly at such time and place as is set by the specific committee. Each committee shall elect an Acting Committee Chair, who will also serve on the Board, from its eligible members at its first meeting after the Annual Meeting for a term of one year.

1. An Acting Committee Chair may be removed with or without cause by majority vote of the Board of Directors. Should the Committee Chair become vacant, an election shall be held by the Committee to fill the remainder of the year until the next Annual Meeting.

2. The Acting Committee Chair is responsible for working with the appropriate staff to set the time, place and agenda, and to run the meetings of the committee. Each committee shall adopt procedures, approved by the Board, for hearing options and for developing and evaluating recommendations to the Board.

Section 4. ACCESSORY COMMITTEES & TASK FORCES The Board from time to time may establish committees and task forces, or call into activity a committee or task force for the purpose of completing certain tasks or addressing specific issues. The chairs(s) of these committees shall not have a seat on the Board unless previously elected at-large, an Acting Committee chair or a Business Association representative.

Subsection A. Personnel Committee: The Committee shall consist of at least three (3) members. At least one (1) is a member of the Board of Directors; at least one (1) is selected because of experience in the personnel field. Committee members must be members of the Corporation. The Personnel Committee shall meet as needed.

Subsection B. Grievance Committee: Board members shall volunteer to serve as needed on the Grievance Committee. The Grievance Committee shall report to the Board of Directors. Each grievance shall require a new random drawing to create the Grievance Committee. *Changes*

Subsection C. Nominations Committee: The Nominations Committee for Board Candidates may be comprised of the Chairs of the Acting Committees and other interested members of the Corporation. The committee shall do outreach to recruit candidates and accept nominations from eligible members for the Board of Directors consistent with Article V Section 4 Sub A. The nominated slate of candidates shall be prepared in advance of the Annual Meeting to be presented at the Annual Meeting.

Whittier Alliance By-Law

Subsection D. Special Committees: The Board may from time to time establish and appoint such other committees and delegate to such committee's powers and responsibilities, as the Board may deem necessary and appropriate. Committee members shall include at least one (1) director and report to the appropriate committee and the Board.

Subsection E. Resource Development: The Resource Development Committee shall consist of board members, volunteers, community members and staff. The Committee will strategically plan and implement fund raising campaigns, events and identify funding opportunities for the Whittier Alliance consistent with the mission/vision/objectives.

Subsection F. Task Forces: The Board may from time to time establish temporary task forces, as it deems necessary to carry out specific activities within a specific time frame. Task Force members shall include at least one (1) director and report to the appropriate committee and the Board.

ARTICLE IX CONFLICT OF INTEREST

Section 1. Definition: A conflict of interest exists when a director, member of the corporation, employee, or a relative of the director, member or employee, is also an officer, board member or employee of an organization, group or business which may receive financial benefit from an action being considered by the Board of Directors or a committee on which that director serves. A conflict of interest may also exist if the loyalties interfere with their duty to the Corporation.

Section 2. Voting: A director, member or family member who is in conflict of interest must so declare when the specific action is being considered (i.e. prior to the vote) and shall abstain from discussion and voting on that issue or motion before the board, committee, or task force. Specific information may be requested from the conflicted member, but the response must be limited to the request.

Section 3. Removal: Any director who does not properly declare a conflict of interest shall be removed from the board, according to Article V, Sec. 7, Subsection C.

ARTICLE X BOOKS AND RECORDS

Section 1. SEAL The Corporation shall have no seal.

Section 2. BOOKS, RECORDS AND MINUTES The Board shall keep or cause to be kept complete books of account, personnel records and minutes of meetings of the Board of Directors and all committees and such additional record and books of account as the Board deems necessary for the conduct of the corporate activities of the Corporation.

Section 3. AUDIT The board shall cause to have the records and books of account of the Corporation an annual review and close of the books for the fiscal year.

Whittier Alliance By-Law

An audit of the financial records will be conducted bi-annually or for any year that the annual budget exceeds \$200,000.

Section 4. FISCAL YEAR The fiscal year of the Corporation shall be the calendar year.

Section 5. OFFICE The registered office of the Corporation shall be in the Whittier Neighborhood, in the City of Minneapolis, Minnesota. The principle office of the Corporation, which need not be the same as the registered office, shall also be located within the City of Minneapolis. The Corporation may have other offices as determined by the Board.

ARTICLE XI INDEMNIFICATION

Section 1. LIABILITY Officers, directors, staff and members of the Corporation shall not be held personally liable for legal action against the corporation. However, Officers and Directors have a fiduciary duty and can be held personally liability per the IRS code if the duty is violated.

Section 2. INDEMNIFICATION

Subsection A. The Corporation shall fully indemnify, to the extent permitted by the statutes and decisional law of the State of Minnesota, each person who is a member, director, officer or employee of the Corporation, whether or not then in office, and the executors, administrators or legal representatives of any such person, for any and all reasonable costs and expenses (including the cost of reasonable settlements made with a view to curtailment of cost of litigation) and counsel fees, paid or incurred, in connection with or arising out of any action, suit or proceeding (civil or criminal, actual or threatened) to which any such person may be made a party by reason of being a member, director or officer of the Corporation.

Subsection B. Such indemnification shall be subject to in any such action, suit or proceeding such person shall not have been finally adjudged therein to have been negligent or to have been guilty of misconduct in the performance of his or her duties as a member, director or officer. The standard of conduct shall be for such person to have acted in good faith and in a manner believed to be in or not opposed to the best interest of the Corporation, and had reasonable cause to believe such conduct was unlawful.

Subsection C. The indemnification provided by this By-Law shall not exclude any other right to which an officer may be entitled under any agreement or vote, both as to action in his official capacity and as to action in another capacity while holding such office, and shall not imply that the Corporation may not provide lawful indemnification not expressly provided in this By-Law.

Section 3. STANDARD OF CONDUCT Officers, directors and members of the Corporation shall be held to a Standard of Conduct: to discharge the duties of an office in good faith, in a manner each one reasonably believes to be in the best interests of the Corporation, with the care an ordinarily prudent person in a like position would

Whittier Alliance By-Law

exercise under similar circumstances. Such standards may be made more stringent, but not less so, only by resolution of the Board of Directors. Disputes over standards of conduct shall be resolved through binding arbitration with Minneapolis Mediation Program.

An officer is not considered to be a trustee with respect to the Corporation or with respect to property held or administered by the Corporation, including without limit, property that may be subject to restrictions imposed by the donor or transferor of the property.

Section 4. INSURANCE The Board of Directors shall cause to have Officers and Directors Insurance for the Corporation. The Corporation may purchase and maintain insurance on behalf of any officer, director or employee against any liability asserted against him/her and incurred by him/her in such capacity acting for the Corporation. The Whittier Alliance will secure general liability insurance in an amount sufficient to meet the needs of the Corporation.

ARTICLE XII NON-DISCRIMINATION

Section 1. No person shall be discriminated against by the Corporation in its Membership policy, in participation on its Board of Directors and committees, in its hiring practices, in its delivery of services, or in other corporate business on the basis of race, color, creed, religion, national origin, gender, sexual orientation, disability, age (18 or over), marital status, veteran status, status with regard to public assistance, criminal record (where the offense is not validly related to the job, services or business), or other applicable protected classes.

Section 2. The Whittier Alliance shall strive to be inclusive in all its activities of all persons in the protected classes listed in Article XII, Section 1.

ARTICLE XIII AMENDMENTS TO BY-LAWS

Section 1. By Board Action:

Subsection A. The Board of Directors shall have the authority to amend these By-Laws of the Corporation, except as provided in Article XIII, Section 2.

Subsection B. Proposed By-Law amendments in Article XIII, Section I, Subsection A, must be given in writing to Board members at least fifteen (15) days in advance of the meeting at which such amendment will be considered.

Subsection C. Amendments to the By-Laws shall require a two-thirds (2/3) majority vote of the Board of Directors at a regular meeting or a special meeting called for that purpose.

Whittier Alliance By-Law

Section 2. By Membership Action:

Subsection A. Any By-Law amendment that affects the eligibility or determination of Membership or that affects the quorum or voting for meetings of the Membership can only be adopted by the eligible voting Membership of the Corporation. Also, any By-Law amendment that affects the number of directors, their election, their qualifications or terms of office, or prescribing procedures for removing directors or filling vacancies can only be adopted by the eligible voting Membership of the Corporation.

Subsection B. Any member of the Corporation may propose amendments in Article XIII, Section 2, Subsection A, by submitting the proposal to the Board of Directors with a request for a Special Meeting per Article IV, Section 2, Subsection C, and in a manner sufficient to meet notice requirement in Article XIII, Section 2, Subsection C.

Subsection C. Proposed By-Law amendments in Article XIII, Section 2 must be available to Members of the Corporation at least fifteen (15) days in advance of the meeting at which such amendment will be considered.

Subsection D. Amendments to the By-laws shall require a two-thirds (2/3) majority vote of the eligible voting Membership present at the Annual Meeting or a Special Meeting called for that purpose.